

# ***CITY COUNCIL***

## ***Meeting Agenda***

***REGULAR MEETING  
COUNCIL CHAMBERS***

***MONDAY, OCTOBER 24, 2011  
7:00P.M.***

*The Regular Meetings of City Council are filmed and can be viewed  
LIVE while the meeting is taking place or at your convenience at any time after the meeting on  
the City's website at [www.ReadingPa.gov](http://www.ReadingPa.gov), under Info and Downloads/Meetings and Agendas*

### **1. OPENING MATTERS**

#### **A. CALL TO ORDER**

**B. INVOCATION:** Pastor Eileen Levan, Nativity Lutheran Church

#### **C. PLEDGE OF ALLEGIANCE**

#### **D. ROLL CALL**

### **2. PROCLAMATIONS AND PRESENTATIONS**

- Fire Department Promotion Oaths
- The Pagoda Pennies, on behalf of the City of Reading and the Reading Pagoda Foundation, will accept a contribution from the Blue Mountain Region Sports Car Club of America. This contribution will be utilized towards the restoration of the flagpole at the Reading Pagoda.
- Reading City Council will present a commendation to the Blue Mountain Region Sports Club of America for its 60 year sponsorship of the annual Pagoda Hill and Duryea Hill Climbs.

### **3. PUBLIC COMMENT – AGENDA MATTERS:**

*Citizens have the opportunity to address the Council, by registering with the City Clerk before the start of the meeting. All remarks must be directed to Council as a body and not to any individual Council member or public or elected official in attendance. Any person making personally offensive or impertinent remarks or any person becoming unruly while addressing*

*Council may be called to order by the Presiding Officer and may be barred from speaking before Council, unless permission to continue speaking is granted by the majority vote of Council.*

*All comments by the public shall be made from the speaker's podium. **Citizens attending the meeting may not cross into the area beyond the podium.** Any materials to be distributed to Council must be given to the City Clerk before the meeting is called to order.*

*Those commenting on agenda business shall speak at the beginning of the meeting and shall limit their remarks to 5 minutes. Those commenting on general matters shall speak after the legislative business is concluded and shall limit their remarks to 3 minutes. No comments shall be made from any other location except the podium, and anyone making "out of order" comments may be subject to removal. There will be no demonstration at the conclusion of anyone's remarks. Citizens may not ask questions of Council members or other elected or public officials in attendance.*

#### **4. APPROVAL OF AGENDA**

- A. MINUTES:** Special Meeting of October 3, 2011  
Regular Meeting of October 10, 2011  
**B. AGENDA:** Council meeting of October 24, 2011

#### **5. Consent Agenda Legislation**

**A. Award of Contract** – to American Rock Salt Co., LLC, P. O. Box 190, Mt. Morris, NY, 14510, at a bid price of \$59.32 per ton for delivered salt and \$57.00 for picked-up salt for the Department of Public Works. American Rock Salt Co. is the low bidder to meet the specifications **(Purchasing)**

**B. Award of Contract** – for the collection and disposal of residential solid waste to BFI Waste Services of PA, d/b/a Allied Waste Services, 50 Orchard Lane, Box 197, Leesport, PA 19533, who is not the low bidder, at a price of \$159.36/unit per year, for a total estimated bid price of \$7,720,992.00 (for three years) **(Purchasing)**

**C. Award of Contract** - for Gasoline for the Department of Public Works and the RAWA to Isobunkers, LLC, 2 New Road, Suite 311, Aston, PA 19104, at the unit prices submitted **(Purchasing)**

**D. Resolution** - promoting Police Officer Donald Sheidy to the rank of Sergeant in the Reading Police Department, effective Tuesday, November 1, 2011 **(Police)**

## **6. ADMINISTRATIVE REPORT**

## **7. REPORT FROM OFFICE OF THE AUDITOR**

## **8. REPORT FROM DEPT. DIRECTORS, BOARDS, AUTHORITIES, & COMMISSIONS**

## **9. ORDINANCES FOR FINAL PASSAGE**

**A. Bill No. 50-2011** - authorizing the Mayor to execute the Memorandum of Understanding between the Reading Berks Association of Realtors and the City of Reading for the creation of the CORE Program within Reading (**Law/Council Staff**) *Introduced at the September 12 regular meeting; MOU finalized*

**B. Bill No. 53-2011** – amend the zoning ordinance by changing the duties of the zoning administrator relating to the properties located in the zoning backlog and adding Conditional Use Procedures *Introduced at the Sept 26 regular meeting; Advertised Oct 3 and Oct 10<sup>th</sup>; Public Hearing October 18 at 5 pm; Eligible for enactment at the October 24<sup>th</sup> regular meeting*

**C. Bill No. 56-2011** - amending Chapter 5, Code Enforcement of the Codified Ordinances of the City of Reading by adding Alleys and Recycling Storage to existing Quality of Life Violations (**Law**) *Introduced at the Sept 26 regular meeting; tabled at the October 10 regular meeting*

**D. Bill No. 57-2011** - amending the City of Reading Fee Schedule by reducing the annual rental registration fee (**Bus Anal**) *Introduced at the October 10 regular meeting*

**E. Bill No. 58-2011** - amending the 2011 City of Reading Full Time Position Ordinance by reducing the number of Sergeant positions in the Reading Police Department from 26 to 23 (**Man Dir**) *Introduced at the October 10 regular meeting*

**F. Bill No. 59-2011** – authorizing the Mayor to execute a lease agreement between the City of Reading and ATV Bakery, Inc., which will allow the City to lease 203 Franklin Street, 205 Franklin Street, and 207 Franklin Street, and a lease agreement with the Reading Redevelopment Authority to allow the City to lease 201 Franklin Street, which together will be converted into a community garden by Entrepreneur's Connection (**Law**) *Introduced at the October 10 regular meeting*

## **Pending Legislation**

**Bill No. 44-2011** - authorizing the Mayor to execute a lease between the City of Reading and the Olivet Boys and Girls Club for a portion of the real estate situate in Pandora Park **(Law/Mayor)** *Introduced at the July 11 regular meeting; Tabled at the July 25 regular meeting; Public Meeting held July 27; Tabled at the August 8 regular meeting; Pending Zoning Hearing Board Decision in October; Zoning Variance granted October 12*

**Bill No. 52-2011** – amending Chapter 11, Housing – Rental, Part 1, providing for the issuance, denial, or revocation of rental housing permits; authorizing the Zoning Administrator to approve or deny the issuance of zoning permits for previously registered rental units and to deny non-conforming applications; providing for annual rental housing permits; establishing a surcharge for failing to apply for timely renewal of a rental housing permit; proscribing the failure to timely apply for a new rental permit following the acquisition of rental property and declaring the same an offense; providing for the imposition of penalties for operating rental housing without applying for a required permit; providing for the revocation of rental housing permits granted upon applications containing material misrepresentations, errors or omissions; and repealing Chapter 11, Part 1, Exhibit A **(Bus Analyst)** *Introduced at the Sept 26 regular meeting*

## **BUDGET RELATED ORDINANCES ELIGIBLE FOR ENACTMENT IN NOVEMBER**

**Ordinance** – levying the Real Estate taxes for the fiscal year beginning the first day of January, 2012, and ending the thirty-first day of December, 2012 at the rate of seventeen and two hundred fifty-two thousandths mills (.017252) on the dollar, or seventeen dollars and twenty-five point two cents (\$17.252) on each one thousand dollars **(Mayor)** *Introduced at the October 3 special meeting*

**Ordinance** – amending Chapter 24 Part 2B Home Rule Earned Income Tax Section 24-221 through Section 24-235 of the City of Reading Codified Ordinances. Section 24-221 through Section 24-235 shall provide for a tax of one and four tenths percent (1.4%) on all earned income and net profits generated by residents of the City of Reading. This tax of one and four tenths percent (1.4%) on all earned income and net profits generated by residents of the City of Reading shall be in addition to the tax collected under 24-201 et seq. of the City of Reading Codified Ordinances **(Mayor)** *Introduced at the October 3 special meeting*

**Ordinance** – providing for a tax of up to a maximum of one and one tenth percent (1.1%) on all earned income and net profits generated in the City of Reading by non-residents of the City of Reading **(Mayor) Introduced at the October 3 special meeting**

**Ordinance** – establishing the full-time employee positions for the City of Reading for the fiscal year 2012 **(Mayor) Introduced at the October 3 special meeting**

**Ordinance** – establishing the budget for the funds of the City of Reading including revenues and expenses for the fiscal year beginning January 1, 2012 and ending December 31, 2012 **(Mayor) Introduced at the October 3 special meeting**

**Ordinance** – establishing the Capital Improvement Plan budget for the City of Reading including capital expenditures and revenues for the fiscal year beginning January 1, 2012 and ending December 31, 2012 **(Mayor) Introduced at the October 3 special meeting**

**Ordinance** – establishing the 2012 solid waste trash removal fee for the City of Reading at \$204.65 per year payable quarterly **(Mayor) Introduced at the October 3 special meeting**

**Ordinance** - establishing the 2012 solid waste recycling fee for the City of Reading at \$81.03 annually **(Mayor) Introduced at the October 3 special meeting**

## **10. INTRODUCTION OF NEW ORDINANCES**

**None**

## **11. RESOLUTIONS**

**A. Resolution 175-2011**– amending the CDBG Acton plan as follows:

- Allocate \$100,000.00 of unprogrammed HOME funds to Habitat for Humanity for renovation of agency-owned properties throughout the City. Total project budget \$200,000.
- Cancel 2010 Blighted Property Review Committee Acquisition and Rehabilitation funding of \$78,000 and cancel the 2010 Neighborhood Home Ownership project funding of \$100,000 and reallocate \$178,000 to fund Habitat for Humanity for blighted property remediation through acquisition and renovations of properties, new construction, and/or repairs to owner-occupied properties in the target neighborhoods. With Habitat's proposed contribution, the total project budget will be \$600,000. **Tabled at the October 10 regular meeting**

**B. Resolution 176-2011**– amending the CDBG Acton plan as follows:

- Provide \$23,859 in 2011 CHDO operating funds and \$47,178 in 2012 CHDO operating funds to increase rehabilitation capacity.
- Provide HOME Admin funds as necessary for NHS to administer and coordinate acquisition, rehabilitation and home ownership programs for affordable housing in the target neighborhood(s).
- Provide additional HOME Entitlement or CHDO Reserve funds for projects identified as appropriate. ***Tabled at the October 10 regular meeting***

**C. Resolution 177-2011**– amending the CDBG Action Plan as follows:

- Provide \$400,000 in unprogrammed HOME funds to Berks Housing Development Partnership to develop, manage and administer affordable housing programs ***Tabled at the October 10 regular meeting***

**D. Resolution** – adopting the Final Report of the Recreation Commission Study (Mayor)

**12. PUBLIC COMMENT – GENERAL MATTERS**

**13. COUNCIL BUSINESS / COMMENTS**

**14. COUNCIL MEETING SCHEDULE**

**Monday, October 24**

*Committee of the Whole – Council Office – 5 pm*

*Regular Meeting – Council Chambers – 7 pm*

**Wednesday, October 26**

*Public Hearing – General Fund Budget – Council Chambers – 5 pm*

**Monday, October 31**

*Public Hearing – Capital Improvement Plan Budget – Council Chambers – 5 pm*

*Waste Water Treatment Plant Update – Council Office – at conclusion of Public Hearing*

**Monday, November 7**

*Administrative Oversight Committee – Council Office – 5 pm*

*Public Safety Committee – Council Office – 5 pm*

**\*Friday, November 11\***

*\*City Hall closed for Veteran's Day*

**Monday, November 14**

*Committee of the Whole – Council Office – 5 pm*

*Regular Meeting – Council Chambers – 7 pm*

## **15. BAC AND COMMUNITY GROUP MEETING SCHEDULE**

### **Monday, October 24**

DID Authority – DID Office – 645 Penn St 5<sup>th</sup> Floor – noon

BARTA – BARTA Office – 3 pm

### **Tuesday, October 25**

Housing Authority Workshop – WC Building – 4 pm

Housing Authority – WC Building – 5 pm

Environmental Advisory Council – Council Office – 5:30 pm

Planning Commission – Penn Room – 7 pm

Penn Commons Neighborhood Group – Penn Commons Meeting Room – 7 pm

### **Wednesday, October 26**

Human Relations Commission – Penn Room – 5:30 pm

Parking Authority – Parking Authority Office – 5:30 pm

Outlet Area Neighborhood – St Marks Lutheran Church – 6:30 pm

18<sup>th</sup> & Cotton Community Crime Watch – St Matthew's UM Church – 7 pm

Stadium Commission – Stadium RBI Room – 7:30 pm

### **Thursday, October 27**

Water Authority – Penn Room – 4 pm

### **Monday, October 31**

District 7 Crime Watch – Holy Spirit Church – 7 pm

### **Tuesday, November 1**

Charter Board – Penn Room – 7 pm

### **Wednesday, November 2**

Reading Elderly Housing Crime Watch – Front & Washington Sts – 2:30 pm

Board of Health – Penn Room – 6 pm

District 2 Crime Watch – St. Paul's Lutheran Church – 6:30 pm

### **Thursday, November 3**

Police Civil Service Board – Penn Room – 1 pm

Glenside Community Council – Christ Lutheran Church – 6:30 pm

District 3 Crime Watch – Calvary Baptist Church – 7 pm

### **Monday, November 7**



Shade Tree Commission – Planning Conference Room – 6 pm

**Tuesday, November 8**

Airport Authority – Airport Authority Office – 8:15 am

District 11 Crime Watch – Orthodox Presbyterian Church – 7 pm

**Wednesday, November 9**

Zoning Hearing Board – Council Chambers – 5:30 pm

Center City Community Organization – Holy Cross Church – 6 pm

**Thursday, November 10**

Police Pension Board – Penn Room – 10 am

Legislative Aide Committee – Penn Room – 7:30 pm

**Sunday, November 13**

College Heights Community Council – Nativity Lutheran Church – 7 pm

**Monday, November 14**

Fire Civil Service Board – Penn Room – 4 pm

6<sup>th</sup> & Amity Neighborhood & Playground Assn – 6<sup>th</sup> & Amity Fieldhouse – 6:30 pm

**CITY COUNCIL  
SPECIAL MEETING  
MONDAY, OCTOBER 3, 2011**

Vaughn D. Spencer, President of Council, called the special meeting to order.

**ATTENDANCE**

Council President Spencer  
Councilor Goodman-Hinnershitz, District 2  
City Councilor Sterner, District 3  
Councilor Marmarou, District 4  
Councilor Reed, District 5  
Councilor Waltman, District 6  
City Auditor D. Cituk  
City Solicitor C. Younger  
City Clerk L. Kelleher  
Interim Managing Director C. Geffken

**PUBLIC COMMENT**

Council President Spencer announced that three (3) citizens were registered to address Council on agenda matters. He reminded the citizen about the speaking rules listed on the agenda.

**James Harris, of Northmont Blvd.**, stated that as a City resident he is very dismayed with the proposed budget and the proposed property tax increase. He noted that most City residents are already suffering due to the hard economic times. He noted that he himself has suffered a 20% pay cut; however costs for food, utilities, and gas have skyrocketed. He stated that City residents trying to survive these hard economic times cannot afford a 20% property tax increase this year followed by the 20% property increase last year. He expressed the belief that the proposed tax increase will push many homeowners over the edge and out of the City. He encouraged budget cuts to reduce the proposed property tax increase and suggested reducing employee benefits (vacation, sick time, healthcare). He stated that City residents cannot afford to give one more penny.

**Ricardo Nieves, of Northmont Blvd.**, stated that in a conversation with his mother she questioned how can the City continue to increase property taxes in this economy. He said that she also stated the belief that an increase in taxes along with other high costs will increase homelessness and reduce owner-occupancy. Mr. Nieves questioned how the City can once again raise property taxes 20% when residents are already struggling. He noted the nationwide protests during these hard economic times and how this issue hits home with this proposed property tax increase. He asked City Council to take the time to think hard before enacting the proposed property tax increase.

**Michael Schorn, of Palm Street**, reiterated the comments of the last two (2) speakers regarding the proposed 20% property tax increase. He stated that the proposed increase is difficult to swallow. He stated that 13 of the last 15 years no property tax increases have occurred. He noted that last year's 20% increase coupled with the proposed 20% increase this year is unfathomable. He expressed the belief that the high rental population is a deterrent to the overall Reading community. He noted his understanding that revenues are not sufficient to carry budgetary expenditures for government services. He noted that the budget is a culmination of many variables and mandates that need to be covered. He stated that many of these variables and mandates have increased over the past five (5) years. He expressed empathy with City Council and with homeowners.

## **APPROVAL OF AGENDA**

Council President Spencer called Council's attention to the agenda for this special meeting. He noted the need to add to the agenda the earned income tax for commuters and the trash and recycling ordinances.

**Councilor Reed moved, seconded by Councilor Marmarou, to approve the agenda, as amended, for this special meeting. The motion was approved unanimously.**

## **ORDINANCES**

- A. **Ordinance** – setting the 2012 Property Tax rate of 17.252 mils
- B. **Ordinance** – setting the 2012 EIT reducing the resident rate from 1.6 to 1.4 under Home Rule
- C. **Ordinance** – setting the 2012 EIT for commuters decreasing from rate to .3 to .1 under Home Rule
- D. **Ordinance** – establishing the Full Time Position Ordinance authorizing 604 full-time positions
- E. **Ordinance** – adopting the 2012 General Fund Budget
- F. **Ordinance** – adopting the 2012 Capital Budget
- G. **Ordinance** – setting the Recycling Ordinance decreasing \$4 annually due to in sourcing
- H. **Ordinance** – setting the 2012 Solid Waste rate decreasing \$8 per year due to the most recent rates that were bid

## **COUNCIL COMMENT**

Councilor Goodman-Hinnershitz noted the need to distribute the ordinances and post them on the website.

Council President Spencer stated that Council will not be acting on these ordinances until the 2<sup>nd</sup> or 4<sup>th</sup> Monday in November.

Councilor Waltman asked citizens to remember that this is just a preliminary budget and that Council will be working over the next six (6) weeks with the Administration to find a better solution.

Councilor Acosta arrived at this time.

Councilor Marmarou noted the importance of citizen comments and expressed the belief that the property tax increase announcement should have been relayed to Council prior to the release of the budget. He stated that he will not support the proposed increase.

Councilor Reed agreed with the need to find an alternative solution. She stated that she will not support the proposed increase. She stated that over the coming weeks Council will be working to reduce the proposed increase. She expressed the belief that the Administration put forth their best initial effort and noted that Council will now work with the Administration to find a compromise. She expressed the belief that continued property tax increases will continue to push citizens out of Reading.

Councilor Goodman-Hinnershitz also stated that she will not support the proposed increase. She stated that City Council is willing to work to find an alternative compromise, as a team, with the Administration. She noted that the new detail included with the budget is helpful material. She also questioned the release of the property tax increase to the public prior to notification of Council.

Councilor Acosta agreed that an additional 20% tax hike is difficult and agreed with the need to find alternatives and adjustments. He expressed the belief that the body of Council will not approve a 20% property tax increase; therefore identify suitable alternatives and expenditure reductions.

Councilor Sterner noted when he started serving on City Council the budget came in between \$40M-\$50M with over 700 employees. He stated that the budget now exceeds \$70M with only 600 employees. He noted the need to find a way to control taxes in the City, as the City has almost the highest combined tax rate in the State. He noted the impact 70% of the rental housing on the poorest residents in the nation.

Council President Spencer expressed the belief that the budget is irresponsible and noted that the Mayor is primarily responsible. He stated that it is quite improper to drop the budget with a 20% property tax increase onto City Council and public at 5pm on a

Friday evening without prior conversation. He stated that throughout all the Act 47 implementation meetings that have occurred over the past months the property tax increase was never discussed. He expressed the belief that Council was blindsided by this proposal. He expressed the belief that an increase at this time is not possible and noted the lack of installment payments at the County Treasurer's office, which is a hindrance to a number of City tax payers. He also noted the importance of citizen input as Council works through the budget review over the next six (6) weeks.

Council President Spencer noted that the Mayor is not attending these special sessions. He questioned when the Mayor is due to return from his vacation. From the audience, Mr. Denbowski stated that the Mayor is due to return on or about October 12<sup>th</sup>.

Council President reviewed the Budget Review schedule.

**Councilor Marmarou moved, seconded by Councilor Reed, to adjourn the Special Meeting of Council.**

Respectfully submitted by,  
*Linda Kelleher, CMC*  
City Clerk

**City of Reading City Council  
Regular Business Meeting  
Monday, October 10, 2011**

Vaughn D. Spencer, President of Council, called the meeting to order.

The invocation was given by Steve Elmarzouky of the Islamic Center of Reading.

All present pledged to the flag.

**ATTENDANCE**

Council President Spencer

Councilor Acosta, District 1

Councilor Goodman-Hinnershitz, District 2

Councilor Sterner, District 3

Councilor Marmarou, District 4

Councilor Reed, District 5

Councilor Waltman, District 6

City Auditor D. Cituk

City Solicitor C. Younger

City Clerk L. Kelleher

Managing Director C. Geffken

Sergeant at Arms, Captain S. Powell

**PROCLAMATIONS AND PRESENTATIONS**

The City Council issued the following:

- Commendation recognizing Fire Prevention Week, accepted by Fire Marshal Todd Jaeger
- A recognition certificate for the clergy and religious organizations serving in the City of Reading
- Fire Chief Kevin Kulp issued the performance commendations to the following firefighters:
  - Ronald Frey
  - Robert Himes
  - Michael Bruner
  - Timothy Sullivan
  - Robert Stichter

- Thomas Rehr
- John Diehm
- Steven Johnson
- Andrew Kutz
- Brian Thorpe
- John Dundore
- Jason Licwinko
- Thomas Leszczynski
- Lawrence Fisher
- Michael Welsh
- Roger Spadt
- Donald Hirsch
- Bret Mack
- Kirk Litzenberger
- Richard Kuhn
- Steven Serba
- John Seyfert
- Sean Hart

## **PUBLIC COMMENT**

Council President announced that one (1) citizen was registered to address Council on agenda topics and one (1) citizen was registered on non-agenda matters. He inquired if any member of Council objected to suspending the public speaking rule requiring non-agenda comment at the end of the meeting. As no one objected, the rule was suspended. He reminded the citizens about the remaining public speaking rules.

**Juan Zabala, of North Front Street,** was not present.

**John Hefferon, Lititz, PA,** was not present.

## **APPROVAL OF THE AGENDA & MINUTES**

Council President Spencer called Council's attention to the minutes from September 26<sup>th</sup> Regular meeting of Council and the agenda for this meeting including the legislation listed under the Consent Agenda heading. He noted the need for the following additions:

- Add two (2) resolutions to the Consent Agenda regarding the 6<sup>th</sup> and Canal Street Force Main Break
- Add a resolution to the Consent Agenda authorizing an Emergency Proclamation

- Introduction of a new ordinance relating to a community garden in the 200 block of the Franklin Street

**Councilor Sterner moved, seconded by Councilor Marmarou, to approve the minutes from the September 26<sup>th</sup> Regular Meeting of Council and the agenda, as amended, including the legislation listed under the Consent Agenda heading. The motion was approved unanimously.**

## **Consent Agenda Legislation**

**Resolution 172-2011** – authorizing the PENNVEST application for the funding of the 6<sup>th</sup> and Canal Street Force Main project.

**Resolution 173-2011** - authorizing the use of Sewer Enterprise funds on an interim basis for the 6<sup>th</sup> and Canal Street Force Main Project up to \$20.5M.

**Resolution 174-2011** – authorizing the approval of an Emergency Management Proclamation

## **ADMINISTRATIVE REPORT**

Managing Director Geffken read the report distributed to Council at the meeting covering the following:

- Update on the utility repairs on Walnut and Pear Streets
- Announcing the start of the Leaf Collection Program on October 17<sup>th</sup>
- Replacing the street lights with LED technology
- Announcing National Fire Prevention Week

Councilor Reed noted the recently repaved blocks of Court Street are now being lined with utility excavation marks. She noted the breakdown in communication and questioned why this utility work is being permitted after the street was paved. Managing Director Geffken stated that utilities are required to perform underground utility service before streets are repaved; however certain situations arise for special projects that can disrupt a recently repaved street.

Councilor Goodman-Hinnershitz inquired about the repaving of Cotton Street. Managing Director Geffken stated that the repaving of Cotton Street is included in the 2012 budget. He stated that UGI is repaving one half of the street and the City will cover the other side. He stated that Cotton Street between 9<sup>th</sup> and 19<sup>th</sup> Street will be repaved.



## AUDITOR'S REPORT

City Auditor Cituk read the report distributed to Council at the meeting covering the following:

- Sewage Rate Collection for 2011
- Evaluation of tax exempt properties
- Fire Escrow Audit information

## ORDINANCES FOR FINAL PASSAGE

**Bill No. 51-2011** - amending Section 27-501 of the City of Reading Zoning Ordinance by amending the Map which provides for the boundaries of the Districts enumerated in Section 27-501. Section 27-501 shall be amended to provide for the rezoning of a parcel of land currently located within the City of Reading's R-1 zoning district to H-M, heavy manufacturing. The parcel of land to be rezoned from R-1 to H-M is that portion of a parcel of land located partially within Muhlenberg Township and partially within the City of Reading, which is located within the City of Reading and is bounded by Leiczs Bridge Road and State Route 12 having Berks County parcel identification number 530814427905, as further described in a deed recorded in the office in and for the Berks County Recorder of Deeds at deed book volume 1914 pg. 0112 *Introduced at the September 12 regular meeting; public hearing September 20; Advertised September 21 & September 26*

**Councilor Reed moved, seconded by Councilor Marmarou, to enact Bill No. 51-2011.**

Councilor Reed explained the location of the parcel, a majority of which is located in Muhlenberg Township. She stated that the entire parcel is located within the fenced in area near the exit from Route 12. She stated that the proposed project will have no impact on residential properties.

Council President Spencer stated that residents from the community attended however no one provided opposing or supporting public comment.

**Bill No. 51-2011 was enacted by the following vote:**

**Yeas:** Acosta, Goodman-Hinnershitz, Marmarou, Reed, Sterner, Waltman,  
Spencer, President – 7  
**Nays:** None – 0

**Bill No. 54-2011** - amending the 2011 City of Reading Full Time Position Ordinance by creating one (1) Recycling Fleet Foreman and one (1) Clerk Typist II in Recycling (Man Dir) *Introduced at the Sept 26 regular meeting*

**Councilor Goodman-Hinnershitz moved, seconded by Councilor Acosta, to enact Bill No. 54-2011.**

Council President Spencer stated that the staff additions will permit the in-sourcing of recycling collection which will ultimately reduce the cost of service and create efficiencies.

Councilor Goodman-Hinnershitz noted her belief in the in-sourcing of this service as it will improve efficiencies and improve the quality of life for Reading residents.

**Bill No. 54-2011 was enacted by the following vote:**

**Yeas: Acosta, Goodman-Hinnershitz, Marmarou, Reed, Sterner, Waltman, Spencer, President – 7**  
**Nays: None- 0**

**Bill No. 56-2011** - amending Chapter 5, Code Enforcement of the Codified Ordinances of the City of Reading by adding Alleys and Recycling Storage to existing Quality of Life Violations **(Law)** *Introduced at the Sept 26 regular meeting*

**Councilor Goodman-Hinnershitz moved, seconded by Councilor Acosta, to tabled Bill No. 56-2011.**

**Bill No. 56-2011 was tabled by the following vote:**

**Yeas: Acosta, Goodman-Hinnershitz, Marmarou, Reed, Sterner, Waltman, Spencer, President – 7**  
**Nays: None – 0**

## **INTRODUCTION OF NEW ORDINANCES**

Council President Spencer read the following ordinances into the record:

**A. Ordinance** - amending the City of Reading Fee Schedule by reducing the annual rental registration fee **(Bus Anal)**

**B. Ordinance** - amending the 2011 City of Reading Full Time Position Ordinance by reducing the number of Sergeant positions in the Reading Police Department from 26 to 23 **(Man Dir)**

**C. Ordinance** – authorizing a lease agreement with ATV Bakery related to the

creation of a community garden in the 200 block of Franklin Street

## **RESOLUTIONS**

**Resolution 175–2011** - amending the CDBG Action plan as follows:

- Allocate \$100,000.00 of unprogrammed HOME funds to Habitat for Humanity for renovation of agency-owned properties throughout the City. Total project budget \$200,000.
- Cancel 2010 Blighted Property Review Committee Acquisition and Rehabilitation funding of \$78,000 and cancel the 2010 Neighborhood Home Ownership project funding of \$100,000 and reallocate \$178,000 to fund Habitat for Humanity for blighted property remediation through acquisition and renovations of properties, new construction, and/or repairs to owner-occupied properties in the target neighborhoods. With Habitat's proposed contribution, the total project budget will be \$600,000.

**Councilor Goodman-Hinnershitz moved, seconded by Councilor Acosta, to table Resolution No. 175-2011.**

**Resolution No. 175-2011 was tabled by the following vote:**

**Yeas: Acosta, Goodman-Hinnershitz, Marmarou, Reed, Sterner, Waltman, Spencer, President – 7**  
**Nays: None – 0**

**Resolution 176–2011** - amending the CDBG Acton plan as follows:

- Provide \$23,859 in 2011 CHDO operating funds and \$47,178 in 2012 CHDO operating funds to increase rehabilitation capacity.
- Provide HOME Admin funds as necessary for NHS to administer and coordinate acquisition, rehabilitation and home ownership programs for affordable housing in the target neighborhood(s).
- Provide additional HOME Entitlement or CHDO Reserve funds for projects identified as appropriate.

**Councilor Reed moved, seconded by Councilor Acosta, to table Resolution No. 176-2011.**

**Resolution No. 176-2011 was tabled by the following vote:**

**Yeas: Acosta, Goodman-Hinnershitz, Marmarou, Reed, Sterner, Waltman,**

**Spencer, President – 7**

**Nays: None – 0**

**Resolution 177–2011** – amending the CDBG Action Plan as follows:

- Provide \$400,000 in unprogrammed HOME funds to Berks Housing Development Partnership to develop, manage and administer affordable housing programs

**Councilor Acosta moved, seconded by Councilor Reed, to table Resolution No. 177-2011.**

**Resolution No. 177-2011 was tabled by the following vote:**

**Yeas: Acosta, Goodman-Hinnershitz, Marmarou, Reed, Sterner, Waltman,  
Spencer, President – 7**

**Nays: None – 0**

**Resolution 178–2011** - appointing William Bender to the Citizens Advisory Board (Admin Oversight)

**Councilor Reed moved, seconded by Councilor Goodman-Hinnershitz, to adopt Resolution No. 178-2011.**

**Resolution No. 178-2011 was adopted by the following vote:**

**Yeas: Acosta, Goodman-Hinnershitz, Marmarou, Reed, Sterner, Waltman,  
Spencer, President – 7**

**Nays: None – 0**

**Resolution 179–2011** - reappointing Dennis Straub as an alternate to the Animal Control Board (Admin Oversight)

**Councilor Reed moved, seconded by Councilor Marmarou, to adopt Resolution No. 179-2011.**

**Resolution No. 179-2011 was adopted by the following vote:**

**Yeas: Acosta, Goodman-Hinnershitz, Marmarou, Reed, Sterner, Waltman,  
Spencer, President – 7**

**Nays: None – 0**

**Resolution 180–2011** - appointing Eddie Moran to the Reading Recreation Commission (**Admin Oversight**)

**Councilor Marmarou moved, seconded by Councilor Acosta, to adopt Resolution No. 180-2011.**

**Resolution No. 180-2011 was adopted by the following vote:**

**Yeas: Acosta, Goodman-Hinnershitz, Marmarou, Reed, Sterner, Waltman, Spencer, President – 7**

**Nays: None – 0**

**Resolution 181–2011** - appointing Otis Smith to the Reading Recreation Commission (**Admin Oversight**)

**Councilor Reed moved, seconded by Councilor Marmarou, to adopt Resolution No. 181-2011.**

Councilor Reed noted that the Advisory Opinion from the Charter Board relating to the appointments to the Recreation Commission cover the members of Council only not the members of the other Boards, Authorities, and Commissions.

**Councilor Reed moved, seconded by Councilor Goodman-Hinnershitz to table Resolution 181-2011**

**Resolution No. 181-2011 was not tabled by the following vote:**

**Yeas: Acosta, Goodman-Hinnershitz, Reed – 3**

**Nays: Marmarou, Sterner, Waltman, Spencer, President – 4**

City Solicitor Younger expressed the opinion that the Advisory Opinion speaks to the entire section regarding appointments to the Boards, Authorities, and Commissions and covers Board, Authority, and Commission members also. He stated that the opinion allows Councilors and members of Boards, Authorities and Commissions to serve on inter-governmental organizations. He stated that the Recreation Commission is an authorized inter-governmental organization.

Councilor Reed read the language from the Advisory Opinion and expressed the belief that it is instructive only to the members of Council.

Councilor Acosta noted that all candidates who applied are qualified and questioned

moving ahead when an appointment may be improper before Mr. Smith resigns from the Park and Recreation Advisory Council.

Councilor Goodman-Hinnershitz suggested delaying the resolution for two (2) weeks which will allow Mr. Smith time to resign prior to his appointment.

City Clerk Kelleher stated that Mr. Smith does intend resign from the Park and Recreation Advisory Council when he is appointed to the Recreation Commission.

**Councilor Waltman moved, seconded by Councilor Reed, to amend Resolution 181-2011 by making the effective date of the appointment, the date that Mr. Smith resigns from the Park and Recreation Council.**

**The amendment to Resolution No. 181-2011 was adopted by the following vote:**

**Yeas: Acosta, Goodman-Hinnershitz, Marmarou, Reed, Sterner, Waltman, Spencer, President – 7**  
**Nays: None – 0**

**Councilor Reed moved, seconded by Councilor Marmarou, to adopt Resolution No. 181-2011, as amended.**

**Resolution No. 181-2011 was adopted, as amended, by the following vote:**

**Yeas: Acosta, Goodman-Hinnershitz, Marmarou, Reed, Sterner, Waltman, Spencer, President – 7**  
**Nays: None – 0**

## **COUNCIL COMMENT**

Councilor Sterner congratulated the firefighters receiving awards this evening and congratulated others receiving commendations and recognitions.

Councilor Goodman-Hinnershitz thanked the firefighters for their selfless public service to the citizen's of Reading.

Councilor Goodman-Hinnershitz requested that the Administration follow-up with her regarding the Cotton Street paving so she can provide a timeline to the affected residents.

Councilor Goodman-Hinnershitz announced the event at the Pagoda this Saturday. Councilor Reed noted that this event will support the Reading Reads program.

Councilor Reed expressed her appreciation for the Fire Department and the firefighters for their selfless work to protect the citizens of Reading. She also noted her appreciation for the religious organizations that serve Reading and its citizens.

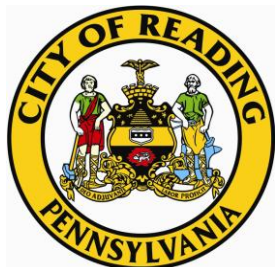
Councilor Marmarou congratulated Fire Chief Kulp and the firefighters awarded this evening.

Councilor Marmarou announced the Night in the Heights fundraiser event scheduled for October 22<sup>nd</sup> at the home of George and Sue Viener at 1515 Rockland Street.

Council President Spencer reviewed the Council meeting schedule over the next two (2) weeks.

**Councilor Reed moved, seconded by Councilor Acosta, to adjourn the regular meeting of Council.**

*Respectfully submitted by  
Linda A. Kelleher CMC,  
City Clerk*



# AGENDA MEMO

## FINANCE DEPARTMENT

**TO:** City Council  
**FROM:** Tammi Reinhart, Purchasing Coordinator  
**PREPARED BY:** Tammi Reinhart, Purchasing Coordinator  
**MEETING DATE:** October 24, 2011  
**AGENDA MEMO DATE:** October 11, 2011  
**RECOMMENDED ACTION:** Awarding of Contract for Highway Rock Salt for the Department of Public Works.

### RECOMMENDATION

The recommendation is to award the contract to American Rock Salt Co., LLC, P. O. Box 190, Mt. Morris, NY, 14510, at a bid price of \$59.32 per ton for delivered salt and \$57.00 for picked-up salt for the Department of Public Works. American Rock Salt Co. is the low bidder to meet the specifications.

### BACKGROUND

Bids for Highway Rock Salt for the Department of Public Works were received on August 19, 2011. This bid was issued by the Berks County Cooperative Purchasing Council (BCCPC) with the City being the lead municipality in the bidding procedures. The BCCPC combined the requirements of fifty one (51) municipalities to achieve better pricing due to higher estimated quantities.

A copy of the Schedule of Bids is attached for your review.

### BUDGETARY IMPACT

The Department of Public Works will be issuing an appropriation transfer to cover the funds in the account code 35-07-00-4795,

### PREVIOUS ACTION

None

### SUBSEQUENT ACTION



Formal action by Council is needed to award the contract at the August 10, 2009 meeting.

**RECOMMENDED BY**

Mayor, Managing Director, Acting Director of Administrative Services, Director of Public Works, Controller, Purchasing Coordinator, and the BCCPC.

**RECOMMENDED MOTION**

Approve/Deny the recommendation for the purchase of Highway Rock Salt in order that the contract may be awarded to American Rock Salt Co., LLC.

cc: File

August 19, 2011

To the Mayor  
City Hall  
Reading, PA

The following bids were opened and scheduled, with a Contract to be awarded or the bids rejected.

**BID NO. 7004-11 BERKS COUNTY COOPERATIVE PURCHASING COUNCIL BID  
FOR HIGHWAY ROCK SALT.**

**TO BE DELIVERED TO INDIVIDUAL MUNICIPALITIES**  
**AT THE LOCATIONS SPECIFIED**

<b><u>BIDDER</u></b>	<b><u>PRICE PER TON</u></b>
American Rock Salt Co., LLC P.O. Box 190 Mt. Morris, NY 14510	\$59.32
International Salt Company, LLC 655 Northern Boulevard Clarks Summit, PA 18411	\$79.61
Eastern Salt Company, Inc. 134 Middle Street, Suite 210 Lowell, MA 01852	\$71.00
Cargill, Inc.-Deicing Technology Business Unit 24950 Country Club Boulevard, Suite 450 North Olmsted, OH 44070	\$59.85
Oceanport LLC P.O. Box 608 Claymont, DE 19703-0608	\$62.25

*TOTAL FOR APPROX 22,484 TONS OF SALT*

<u><b>BIDDER</b></u>	<u><b>TOTAL PRICE</b></u>
American Rock Salt Co., LLC	\$1,333,750.88
International Salt Company, LLC	\$1,789,951.24
Eastern Salt Company, Inc.	\$1,596,364.00
Cargill, Inc.	\$1,345,667.40
Oceanport, LLC	\$1,339,629.00

*TO BE PICKED-UP BY INDIVIDUAL MUNICIPALITIES AT THE STOCKPILE  
LOCATION SPECIFIED BY THE BIDDER*

	<u><b>PRICE PER TON</b></u>
American Rock Salt Co., LLC	\$57.00
International Salt Company, LLC	\$79.00
Eastern Salt Company, Inc.	\$71.00
Cargill, Inc.	\$56.85
Oceanport, LLC	\$60.00

TAMMI REINHART  
Purchasing Coordinator



# AGENDA MEMO

## DEPARTMENT of ADMINISTRATIVE SERVICES

**TO:** City Council  
**FROM:** Tammi Reinhart, Purchasing Coordinator  
**PREPARED BY:** Tammi Reinhart, Purchasing Coordinator  
**MEETING DATE:** October 24, 2011  
**AGENDA MEMO DATE:** October 11, 2011  
**RECOMMENDED ACTION:** Awarding of Contract for the Collection and Disposal of Residential Municipal Solid Waste for the Environmental Division, Department of Public Works

### RECOMMENDATION

The recommendation is to award the contract to BFI Waste Services of PA, d/b/a Allied Waste Services, 50 Orchard Lane, Box 197, Leesport, PA 19533, who is not the low bidder, at a price of \$159.36/unit per year, for a total estimated bid price of \$7,720,992.00 (for three years).

### BACKGROUND

Bids for the weekly curbside collection and disposal of residential municipal solid waste, bulky waste and recyclables for the Department of Public Works were received August 30, 2011. The low bid was received by Interstate Waste Services. However, their bid package was deficient. The price submitted is for approximately 16,150 units for the collection of municipal solid waste. This is a three-year contract.

A copy of the Schedule of Bids is attached for your review.

### BUDGETARY IMPACT

The Department of Public Works and Accounting have confirmed that funds sufficient for this contract will be budgeted in the 2012 Budget in Account Code 56-07-47-4216.

### PREVIOUS ACTION

None.

### SUBSEQUENT ACTION

Formal action by Council is needed to award the contract at the October 24, 2011, meeting.

**RECOMMENDED BY**

Mayor, Managing Director, Acting Director of Administrative Services, Director of Public Works, Controller and Purchasing Coordinator.

**RECOMMENDED MOTION**

Approve/Deny the recommendation to award the contract to Allied Waste Services for the collection and disposal of residential municipal solid waste.

cc: File

September 7, 2011

To the Mayor  
City Hall  
Reading, PA

The following bids were opened and scheduled, with a Contract to be awarded or the bids rejected.

**BID NO. 7002-11 FOR COLLECTION AND DISPOSAL SERVICES FOR  
RESIDENTIAL MUNICIPAL SOLID WASTE FROM RESIDENTIAL PROPERTIES  
WITH FOUR (4) OR FEWER UNITS FOR THE ENVIRONMENTAL DIVISION,  
DEPARTMENT OF PUBLIC WORKS, CITY OF READING, PENNSYLVANIA**

**BIDDERS:**

INTERSTATE WASTE SERVICES  
500 NORTH FRANKLIN TURNPIKE  
SUITE 212  
RAMSEY, NJ 07446

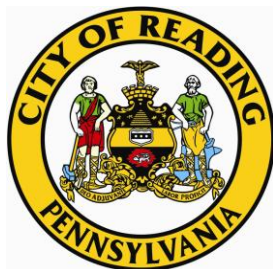
BFI WASTE SERVICES OF PENNSYLVANIA LLC  
DBA ALLIED WASTE SERVICES  
50 ORCHARD LANE  
LEESPORT, PA 19533

WASTE MANAGEMENT  
197 SWAMP CREEK ROAD  
GILBERTSVILLE, PA 19525

KREITZER SANITATION MANAGEMENT CO., INC.  
318 S. LIBERTY STREET  
ORWIGSBURG, PA 17961

<b>Company</b>	<b>\$/Unit/Year</b>	<b>Estimate # of Units</b>	<b>Total Bid Price</b>
International Waste Services	\$156.08	16,150	\$7,562,076.00
Allied Waste Services	\$159.36	16,150	\$7,720,992.00
Waste Management	\$165.96	16,150	\$8,040,762.00
Kreitzer Sanitation	\$168.60	16,150	\$8,168,670.00
J.P. Mascaro & Sons	\$182.40	16,150	\$8,837,280.00

TAMMI REINHART  
Purchasing Coordinator



# AGENDA MEMO

## DEPARTMENT of ADMINISTRATIVE SERVICES

**TO:** City Council  
**FROM:** Tammi Reinhart, Purchasing Coordinator  
**PREPARED BY:** Tammi Reinhart, Purchasing Coordinator  
**MEETING DATE:** October 24, 2011  
**AGENDA MEMO DATE:** October 19, 2011  
**RECOMMENDED ACTION:** Awarding of Contract for Gasoline for the Department of Public Works and the RAWA.

### RECOMMENDATION

The recommendation is to award the contract to Isobunkers, LLC, 2 New Road, Suite 311, Aston, PA 19104, at the unit prices submitted.

### BACKGROUND

Bids for gasoline for the Department of Public Works and the Reading Area Water Authority were received on September 30, 2011. This bid was issued by the Berks County Cooperative Purchasing Council (BCCPC) with the City being the lead municipality in the bidding procedures. The BCCPC combined the requirements of seven (7) municipalities to achieve better pricing due to higher estimated quantities.

A copy of the Schedule of Bids is attached for your review.

### BUDGETARY IMPACT

The Department of Public Works and Accounting have confirmed there are sufficient funds in budget account code to cover the cost of gasoline for the period of November 2011 through June 2012. The Reading Area Water Authority and Accounting have confirmed there are sufficient funds in budget account code to cover the cost of gasoline for the period of November 2011 through June 2012.

### PREVIOUS ACTION

None

### SUBSEQUENT ACTION

Formal action by Council is needed to award the contract at the October 24, 2011 meeting.



**RECOMMENDED BY**

Mayor, Managing Director, Directors of Public Works and Administrative Services, Executive Director of RAWA, Purchasing Coordinator, and the BCCPC.

**RECOMMENDED MOTION**

Approve/Deny the recommendation for the purchase of gasoline in order that the contract may be awarded to Isobunkers, LLC.

cc: File

October 7, 2011

To the Mayor  
City Hall  
Reading, PA

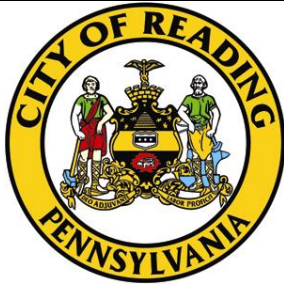
The following bids were opened and scheduled, with a Contract to be awarded or the bids rejected.

**BID NO. 9002-11 BERKS COUNTY COOPERATIVE PURCHASING COUNCIL BID FOR GASOLINE.**

		<u>Fixed Price Bid</u>	<u>Esc. Price</u>	<u>NYMEX Plus</u>
Isobunkers, LLC				
Two New Road, Suite 311	87 oct.	\$2.8740/gallon	+ \$0.1707	+ \$0.2598
Aston, PA 19014	89 oct.	\$2.9520/gallon	+ \$0.1607	+ \$0.3178
	92 oct.	\$3.0178	+ \$0.1507	+ \$0.4036

**TAMMI REINHART**

Purchasing Coordinator



# AGENDA MEMO

## POLICE DEPARTMENT

**TO:** City Council  
**FROM:** Chief William M. Heim  
**PREPARED BY:** Chief William M. Heim  
**MEETING DATE:** October 31, 2011  
**AGENDA MEMO DATE:** October 11, 2011  
**REQUESTED ACTION:** Authorize the Promotion of one Patrol Officer to Sergeant

### **RECOMMENDATION**

The Mayor and Police Chief recommend the promotion of the following patrol officer to the rank of Sergeant:

Officer Donald L. Sheidy, date of employment June 22, 1998

### **BACKGROUND**

There are currently vacancies for Sergeant as a result of retirements. Officer Donald Sheidy took the written and oral examination for the position of sergeant and is among the top three candidates on the current certified list. The Police Chief has reviewed his performance, dependability, and conduct and the Mayor and Police Chief recommend him for promotion.

The city Managing Director projects that its total personnel will be below the target of 164 personnel, as identified by the Act 47 Recovery Plan, by January 2012.

### **BUDGETARY IMPACT**

None. This funded position has become vacant due to a retirement.

### **PREVIOUS ACTIONS**

None

### **SUBSEQUENT ACTION**

Council to take action to approve a resolution to authorize the promotion of Officer Donald L. Sheidy to the rank of Sergeant.

### **RECOMMENDED BY**

The Mayor and Police Chief recommend approval.

**RECOMMENDED MOTION**

Approve/deny the resolution authorizing the promotion of Officer Donald L. Sheidy to the rank of Sergeant effective November 1, 2011.

# RESOLUTION NO. \_\_\_\_\_ 2011

THE COUNCIL OF THE CITY OF READING HEREBY RESOLVES AS  
FOLLOWS:

To promote Police Officer Donald Sheidy to the rank of Sergeant in the Reading  
Police Department, effective Tuesday, November 1, 2011.

Adopted by Council \_\_\_\_\_, 2011

\_\_\_\_\_  
Vaughn D. Spencer  
President of Council

Attest:

\_\_\_\_\_  
Linda A. Kelleher  
City Clerk

**BILL NO. \_\_\_\_\_-2011**

**A N O R D I N A N C E**

**AUTHORIZING THE MAYOR TO EXECUTE THE MEMORANDUM OF UNDERSTANDING BETWEEN THE READING BERKS ASSOCIATION OF REALTORS AND THE CITY OF READING FOR THE CREATION OF THE CORE PROGRAM WITHIN READING**

**WHEREAS**, the Reading Berks Association of Realtors proposed the Community Reinvestment (CORE) Program to City Council, the Administration and the Reading Redevelopment Authority in early 2011; and

**WHEREAS**, the CORE Program is modeled after the Selling City Owned Properties Efficiently (SCOPE) Program used successfully in Baltimore, and the Reading Berks Association of Realtors recognized that that same success could be achieved in Reading; and

**WHEREAS**, after several work group meetings with the Reading Berks Association of Realtors, the City recognizes that the CORE Program could assist the City in improving its housing stock and could help to reduce the number of vacant and blighted properties within the City; and

**WHEREAS**, the CORE Program is designed to create a simplified and cost effective process for putting vacant and underutilized properties back into productive use. The program engages local real estate agents to list and sell the properties via the multiple listing service (MLS) to responsible buyers, who will rehabilitate the properties within 18 or fewer months of the settlement.

**NOW, THEREFORE THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:**

**SECTION 1.** The Mayor is authorized to execute the attached Memorandum of Understanding as attached in Exhibit A that sets the program criteria and guidance on the implementation of the CORE Program.

**SECTION 2.** This ordinance shall be effective ten (10) days after its adoption and approval by the Mayor, in accordance with Section 219 of the City of Reading Home Rule Charter.

Enacted \_\_\_\_\_, 2011

\_\_\_\_\_  
Council President

Attest:

\_\_\_\_\_  
City  
Clerk

Submitted to Mayor: \_\_\_\_\_

Date: \_\_\_\_\_

Received by the Mayor's Office: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by Mayor: \_\_\_\_\_

Date: \_\_\_\_\_

Vetoed by Mayor: \_\_\_\_\_

Date: \_\_\_\_\_

**LOCAL PROJECT GUIDELINES**

This form recommended, approved AND RESTRICTED for use  
in the CORE Project of the Pennsylvania Association of REALTORS® (PAR).

Selling Municipality/Entity: City of Reading

By signing below, the individual(s) preparing these local project guidelines on behalf of the municipality or entity acknowledge having received and read the Local Project Guidelines Information and Instructions Document (Form LPG/I-CORE) provided by the members of the local CORE Project committee, and further acknowledge that any REALTORS® involved in discussions regarding these guidelines and criteria did not engage in any anti-competitive behavior or collaboration during this process.

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

**1. Types of Properties to be Sold**

- ☒ Existing single-family residential suitable for occupation ( % )  
☒ Existing single-family residential in need of substantial renovations ( % )  
☒ Existing multi-family ( % )  
☒ Vacant lots (single) ( % )  
☒ Vacant lots suitable for large-scale development ( % )  
☐ Existing or potential commercial/industrial sites ( % )

**2. Selecting Eligible Listing Agents****A) Number of Potential Listing Agents**

- ☒ Multiple agents will be eligible to list properties (e.g., a pool of eligible agents will be selected)  
☐ A single agent will be selected to handle all listings

**B) When to Select Agents**

- ☐ The eligible agent(s) will be selected prior to the selection of properties  
☒ A listing agent will be selected each time a property is going to be sold

**C) Membership & Educational Criteria**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> All listing agents must be REALTOR® Members       | <input type="checkbox"/> Listing agents do not have to be REALTOR® members       |
| <input checked="" type="checkbox"/> All listing agents must earn the CORE designation | <input type="checkbox"/> Listing agents do not have to earn the CORE designation |

- ☒ Listing agents must meet the following additional criteria:

***Full time  
Three years experience  
Member of Reading-Berks Association***

### 3. Selecting Properties to List

A) Describe your local goals for the CORE Project:

*Through the use of a CORE Task Force, the City aims to  
Restore properties to productive use;  
Encourage purchase by owner-occupants;  
Encourage planned development; and  
Enhance the tax base*

B) Describe the process for selecting the properties to be listed through the CORE Project:

*The City will provide a list of selected properties for determination. The CORE Task Force will meet at least quarterly to discuss this list.*

### 4. Pricing Properties

- ☐ We will request a comparative market analysis (“CMA”) from multiple prospective listing agents
- ☒ We will obtain one CMA from the selected listing agent
- ☐ We will *not* use CMAs, but will obtain full appraisals for each property from certified appraisers
- ☐ We will *not* use CMAs or appraisals, and will establish listing prices internally

Describe the process for selecting providers of CMAs/appraisals, and for establishing the listing price: (*NOTE: state law says real estate licensees may not provide CMAs if they do not have a realistic opportunity to obtain the listing.*)

*CMA will be given by listing agent. The listing price will take into account the CMA as well as the rehab cost. The rehab costs will be held by the lender and paid to the buyer as various portions of the rehab is completed.*

### 5. How to Distribute Listings to Listing Agents

Describe the process for distributing listings among prospective listing agents:

*Selection will be completed on a rotating basis based on an initial interview.*

### 6. Fees and Listing Broker Terms/Conditions

A) Standard Contract/terms

- ☒ We will establish standard listing terms for all listings
- ☐ We will negotiate terms individually for each listing
- ☒ We will use the PAR listing contract modified for CORE (Form XLS-CORE)
- ☐ We will use whatever contract is presented by the listing agent
- ☐ We will use local counsel to draft our own proprietary listing contract



B) Listing Period

(NOTE: Listing period can never be longer than 1 year, and cannot have an automatic extension)

☒ Listing Period will be the same for all listings: **1 year**

☐ Listing Period will be negotiated for each listing

☐ Listing Period will differ based on type of listing (e.g., land, single-family, commercial, etc.)

Describe the listing period for each type of property:

C) Broker's Fee (total fee, including cooperating broker compensation)

☐ Listing Broker's Fee will be the same for all listings: \_\_\_\_\_

☒ Listing Broker's Fee will be negotiated for each listing

☒ Listing Broker's Fee will differ based on type of listing (e.g., land, single-family, commercial, etc.)

Describe Listing Broker's Fee for each type of property:

***The Broker's Fee will based on a hybrid percentage rate/flat fee***

1) Cooperating Broker Compensation (a portion of total Broker's Fee, above)

☐ Cooperating Broker Compensation will be the same for all listings: \_\_\_\_\_

☒ Cooperating Broker Compensation will be negotiated for each listing

☒ Cooperating Broker Compensation will differ based on the type of listing (e.g., land, single family, commercial, etc.)

Describe Cooperating Broker Compensation for each type of property:

D) Protection Period

☒ Protection Period will be the same for all listings: **60 days**

☐ Protection Period will be negotiated for each listing

☐ Protection Period will be different based on the type of listing (e.g., land, single-family, commercial, etc.)

Describe Protection Period for each type of property:

E) Additional Terms and Conditions

## 7. MLS Exposure

☐ CORE properties will be included in the Multiple Listing Service (MLS). Listings will include one or more photographs and the street address of the property.

☐ CORE properties will not be included in the MLS. Failure to include the property in the MLS may reduce the number of potential buyers who are made aware of the property.

## 8. Buyer Criteria

### A) Criteria for Buyer Representatives

☐ We will not restrict which agents may work as buyer agents/~~selling agents~~.

☐ Buyer representatives should review CORE educational materials available to buyers

☐ Buyer representatives should review the following information provided by sellers:

☐ We will instruct listing agents to **ONLY** present us with offers from buyer agents who meet the following criteria (and from no others):

### B) Buyer Preferences

☐ We will offer preferences to owner-occupants

☐ Exclusive listing period for owner-occupants: \_\_\_\_\_ Days

☐ Other preferences, benefits or incentives available only to owner-occupants (list):

***Neighborhood Housing Programs***

***Reduce Transfer Tax from 3.5% to 1%***

***Retap***

☐ Other preferences, benefits, incentives or limitations based on type of buyer (identify types of buyers and the limitations/benefits):

### C) Buyer Eligibility Guidelines

1. ☐ Buyers should complete CORE educational materials for buyers

☐ Buyers must submit a completed PAR Buyer's Financial Information form (Form BFI-CORE)

☐ We ~~will~~ **may** attach a locally prepared addendum with additional questions to be answered

☐ Buyers must submit a qualification form developed by local counsel

2. ☐ Buyers must submit the following information in addition to, or instead of, a pre-drafted form:

Describe the overall criteria that will be used to screen potential buyers. Include items that will automatically disqualify buyers, and as much as possible, describe how other criteria will be evaluated:

*All sales are intended for residential purposes only. Buyers will be limited to individuals looking to buy homes who intend to rehab the properties and use them as owner occupied. The City will not consider buyers who are tax delinquent, have had properties determined or*

Municipality/Entity: City of Reading, page 5

Date: \_\_\_\_\_

*certified as blighted or who are or have been otherwise repeatedly in violation of any City ordinances.*

## **9. Governmental or Private Incentives**

The following incentives may be available to purchasers (please identify the program, benefit, restrictions (if any) and where to find additional information):

*NHS: Home Ownership Program – Available for first time home buyers. This programs provides assistance with down payment/closing costs as well as up to 20% purchase price (2<sup>nd</sup> mortgage)*

*NHS: Keystone Renovate and Repair Program - Must own the home. This program will help finance rehab up to \$35,000. Does not have to be low income.*

*State programs –Subject to availability*

*DCED – Subject to availability*

*KOZ – Subject to availability*

## **10. Rehabilitation, occupancy and resale restrictions**

☐ There will be rules/restrictions on rehabilitation (timelines, criteria, etc.)

Describe the review process and any criteria to be applied (e.g., what plans should include, where should plans be submitted, what criteria will be used to review them, and whether pre-approval will be necessary for a fully executed purchase agreement):

*The City will incorporate into each individual sales agreement the rehab work that needs to be performed including the timelines and criteria for the work.*

*Zoning plans must be submitted directly to the Zoning Hearing Board.*

*The City of Reading One Stop program is available where appropriate.*

☐ Occupancy restrictions/requirements will be imposed (e.g., limits on rental use)

Describe restrictions/requirements, including any sanctions for non-compliance:

*Restriction – owner occupied only*

*If the rehab work is not completed in a timely fashion, there will be a one-time only 90 day extension granted upon request. Otherwise, the property will revert back to the City within 1 year. A financial damages clause for non-compliance will be included in the sales agreement.*

☐ Resale restrictions/requirements will be imposed (e.g., resale purchasers must comply with the same restrictions as the original purchaser)

Describe restrictions/requirements, including any sanctions for non-compliance:

## **11. Standard Forms**

☐ We will use the following PAR Standard Forms:

☐ Listing Contract (Form XLS-CORE)

☐ Seller Property Disclosure (Form SPD)

Municipality/Entity: City of Reading, page 6

Date: \_\_\_\_\_

☐ Hold Harmless Agreement (Form HHA-CORE)

☐ Buyer's Financial Information (Form BFI-CORE)

☐ Agreement of Sale (Form ASR-CORE) and related addenda

☐

☐

☐ We will use the following forms drafted by local counsel:

☐

☐

☐

☐

## 12. Seller Negotiation Procedures

Please include both names and titles to help identify specific individuals

Written offers will be presented to: ***Solicitor***

Initial offers will be responded to within: ***5 days***

Counteroffers may be made by: ***Solicitor***

Criteria for counteroffers: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Final approval/rejection by: ***City Council/Redevelopment Authority within 30 days***

Process for approval/rejections (eg., vote of board or committee, approval by single individual, etc.):

***Approvals or rejections will be by majority vote of City Council and the Redevelopment Authority.***

Estimated time period for final approval/rejection (e.g., X days from submission, voting body meets only once a month, etc.): ***Approximately 35 days***

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## ADDITIONAL INFORMATION

**BILL NO. \_\_\_\_\_-2011**  
**A N O R D I N A N C E**

**AMENDING THE CITY OF READING CODIFIED ORDINANCES CHAPTER 27,  
ZONING SECTION §27-201 B ZONING ADMINISTRATOR DUTIES RELATING  
TO THE 2011 AMENDMENT TO THE HOUSING PERMIT ORDINANCE AND  
ADOPTING A NEW CHAPTER 27, ZONING SECTION §27-1204 PROVIDING FOR  
CONDITIONAL USE APPLICATIONS AND PROCEDURES**

**SECTION 1.** Amending the City of Reading Codified Ordinances Chapter 27, Zoning Section §27-201 B Zoning Administrator Duties as follows:

**Section §27-201 Zoning Administrator**

**B. Duties.** The Zoning Administrator shall:

1. Administer this Chapter in accordance with its literal terms.
2. Be available to register nonconforming lots, uses, and structures, upon request of the owner or leasee.
3. Receive and examine all applications required under this Chapter.
4. Issue or refuse permits after receiving a complete application, except as specifically provided in this Chapter.
5. Prepare agendas, schedules and information packets for Zoning Hearing Board meetings.
6. Receive complaints of violations of this Chapter.
7. Issue an enforcement notice to any person violating any provision of this Chapter, and institute civil enforcement proceedings as a means of enforcing this Chapter, as hereinafter set forth.
8. Keep records of applications and permits issued for actions of the Zoning Hearing Board, complaints received, inspections made, reports rendered, and notice or orders issued. Such records shall be and are the property of the City, and shall be available for the use of the Zoning Hearing Board, City Council, other City officials and staff, and City residents.
9. Make all required inspections and perform all other duties as called for in this Chapter.
10. Have the authority to enter, at any reasonable hour, any structure, premises or land in the City to enforce the provisions of this Chapter, within the limitations of State law. If refused entry, the Zoning Administrator shall have the authority to seek an Administrative Warrant.
11. Complete such other roles as provided in this Chapter.

12. In accordance with City of Reading Codified Ordinances Chapter 11, as amended,<sup>1</sup> the Zoning Administrator shall be empowered to perform the duties described and imposed therein.

**SECTION 2.** Amending the City of Reading Codified Ordinances Chapter 27, to include an additional section, 1204, as follows:

**§27-1204 Conditional Use Applications and Procedures.**

- A. Application. Applications for approval of a proposed conditional use shall be made in writing and submitted in triplicate on forms prepared and provided by the City of Reading. The Application shall be accompanied by payment of the applicable fee as determined and approved from time to time by resolution of City Council and a copy of the deed to the subject property. Such forms shall require, but shall not be limited to the following information:
  1. The name, address and signature of the applicant or appellant.
  2. The name and address of the owner of the property.
  3. A brief description and location of the property to be affected by such proposed change or appeal.
  4. A statement of the present zoning classification of the property in question and the present use thereof.
  5. A reasonably accurate description of the new construction, additions or changes intended to be made under this application indicating the size, height and uses of such proposed improvements.
  6. A plot plan of the property to be affected, indicating the location and size of the lot and the size of existing and intended improvements, shall be attached to the description. Plot plans shall conform to the requirements for Plans and Specifications specified for a zoning permit application in § 301 subsection D of this Chapter.
  7. Such other information necessary to allow the City Council to determine that all requirements of this Chapter have been met.
  8. The Application shall be signed and sworn to by the owner of such property.
- B. When the Application is deemed by the Zoning Administrator to be complete the Zoning Administrator shall determine whether or not the conditional use sought is one which is specifically authorized as a conditional use in the Zoning District wherein the applicant is seeking a conditional use. If the Zoning Administrator

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<sup>1</sup> Section 11-104, subsection 2, enacted \_\_\_\_\_ 2011 Bill #

determines that the conditional use sought is not one which is specifically authorized in the applicable Zoning District the Application shall be denied and a written report of such finding shall be submitted to the Zoning Hearing Board and City Council. Any applicant aggrieved by such determination of the Zoning Administrator shall have the right to appeal said determination to the Zoning Hearing Board in accordance with the procedures set forth in Sections 406 through 410 (§27-406 to §27-410) of this Chapter.

- C. If the Zoning Administrator has determined that the conditional use sought is one which is specifically authorized as a conditional use in the Zoning District wherein the applicant's property is located, one copy of the Application shall be forwarded to the City Planning Commission for its review; one copy shall be retained by the Zoning Administrator and one copy shall be forwarded to the City Clerk for review by City Council or its designated member or independent attorney appointed as a hearing officer pursuant to 53 P.S. § 10913.2.
1. The application shall be reviewed at one (1) or more advertised hearings of City Council or its designated hearing officer with the initial hearing being commenced within sixty (60) days of receipt of the completed application, unless the applicant agrees in writing to an extension of time. Each subsequent hearing shall be held within forty-five (45) days of the prior hearing. The City Council shall either approve or disapprove the application in writing within forty-five (45) days after the date of the final hearing. If a hearing officer is so designated and appointed by City Council the hearing officer shall submit written findings and recommendations to City Council in sufficient time to permit a decision by Council or findings, where no decision is called for, within the allotted time for decision as provided herein.
  2. Notices of all hearings shall be given in accordance with the requirements of Section 410 A. of this Chapter (§27-410)
  3. The hearing shall be conducted by the designated hearing officer or City Council in accordance with the same procedures and safeguards as those specified in Section 410 D. through L of this Chapter (§27-410)
  4. The Decision and/or Findings of City Council shall be made in accordance with the same requirements as those set forth for the Zoning Hearing Board in Section 412 of this Chapter (§27-412).
  5. Notice of the Decision and/or Findings by the hearing officer or City Council shall be made in accordance with the same requirements as those set forth for the Zoning Hearing Board in Section 413 of this Chapter (§27-413)
  6. In the case of a proposed Conditional Use that may be subject to additional regulation and control by State or Federal regulation(s) or statute(s), City

- Council may defer a final decision for up to 30 additional days or longer upon receipt of written request therefor from the applicant.
7. In cases where a hearing officer is appointed the applicant, in addition to the City, may, prior to the decision of City Council, waive decision or findings by City Council and accept such decision or findings of the hearing officer as final.
  8. The granting of permission to conduct a Conditional Use does not exempt the applicant from acquiring all approvals required by the Subdivision and Land Development provisions of the City of Reading Consolidated Code.
  9. All appeals from the Decision of City Council shall be made in compliance with the provisions of the Pennsylvania Municipalities Planning Code, as amended.

D. Standards.

Conditional uses shall meet the specific standards established for each use by this Chapter and all other applicable Zoning District requirements and General Regulations established by this Chapter. In addition, the following standards shall be met:

1. The use shall be one which is specifically authorized as a conditional use in the Zoning District wherein the applicant is seeking a conditional use.
2. Services and utilities shall be made available to adequately service the proposed use.
3. The use will not generate traffic such that hazardous or unduly congested conditions will result.
4. The use is appropriate to the site in question.
5. The use shall not adversely affect the character of the general neighborhood, or the health and safety of residents or workers on adjacent properties and in the general neighborhood.
6. The applicant shall demonstrate, as a condition to approval of his application, that the standards in Subsection D and those specified elsewhere in this Chapter for the use in question would be met.
7. The City Council may impose such additional safeguards as are necessary to protect the public health, safety and welfare.

**SECTION 3.** All other parts of the Ordinance remain unchanged.

**SECTION 4.** This ordinance shall be effective January 1, 2012.



Enacted \_\_\_\_\_, 2011

\_\_\_\_\_  
President of Council

Attest:

\_\_\_\_\_  
City Clerk

*(Council Office)*

Submitted to Mayor: \_\_\_\_\_

Date: \_\_\_\_\_

Received by the Mayor's Office: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by Mayor: \_\_\_\_\_

Date: \_\_\_\_\_

Vetoed by Mayor: \_\_\_\_\_

Date: \_\_\_\_\_

BILL NO. \_\_\_\_\_-2011

**A N O R D I N A N C E**

**AMENDING CHAPTER 5, CODE ENFORCEMENT OF THE CODIFIED  
ORDINANCES OF THE CITY OF READING BY ADDING ALLEYS AND  
RECYCLING STORAGE TO EXISTING QUALITY OF LIFE VIOLATIONS AND  
AMENDING LANGUAGE IN THE CURRENT FINES AND PENALTIES SECTION**

**THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:**

**Part 1:** Chapter 5 – Code Enforcement of the City of Reading Codified Ordinances is hereby amended to add alleys and recycling storage to §14-103, Quality of Life Violations and amending language in §14-110, Fines and Penalties per Exhibit A as attached hereto.

**SECTION 2:** All relevant ordinances, regulations and policies of the City of Reading, Pennsylvania not amended per the attached shall remain in full force and effect.

**SECTION 5:** If any section, subsection, sentence or clause of this ordinance is held, for any reason, to be invalid, such decision shall not affect the validity of the remaining portions of the Ordinance.

**SECTION 6:** This Ordinance shall become effective in ten (10) days, in accordance with Charter Section 219.

Enacted \_\_\_\_\_, 2011

\_\_\_\_\_  
Council President

Attest:

\_\_\_\_\_  
City Clerk

Submitted to Mayor: \_\_\_\_\_

Date: \_\_\_\_\_

Received by the Mayor's Office: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by Mayor: \_\_\_\_\_

Date: \_\_\_\_\_

Vetoed by Mayor: \_\_\_\_\_

Date: \_\_\_\_\_

# EXHIBIT A

**§14-101 Purpose** – Lack of maintenance of properties, littering, improper storage of trash and rubbish, storage of inoperable /non registered vehicles, vendor operations without permits and accumulation of snow and ice are costly problems that contribute to the deterioration of property values and general disorder in a community. These problems degrade the physical appearance of the City which reduced business and tax revenue inhibiting economic development. The quality of life and community pride of the citizens of Reading are negatively impacted by the occurrences and existence of these activities. Recognizing these are community problems, the purpose of this ordinance is to promote the health, safety and general welfare of the City by helping to create a clean environment for the citizens of Reading.

**§14-102 – Definitions** The following words, terms and phrases when used in this Part shall be defined as follows, unless context clearly indicates otherwise:

**Authorized Litter Receptacle** is a litter collection receptacle which is placed on the public right-of-way or on public property by the City for use by the public to deposit small quantities of hand-held trash, but not household or commercial waste

**Debris** - any material upon the premises that is a residue of structural demolition, or any other material that is not neatly stored, stacked or piled in such a manner so as not to create a nuisance or become a harboring place or food supply for insects and rodents

**Dumping** includes, but is not limited to, depositing of litter, depositing durable goods (refrigerators, washers, dryers, etc.) small appliances, furniture, carpets, tires, vehicles, vehicle parts and automotive products and other such municipal waste, hazardous waste, residual waste and construction or demolition debris on public or private property, except as authorized by Part 1131, Solid Waste Storage, Collection and Disposal.

**Garbage.** The animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food.

**Hazardous Waste** means any waste material or a combination of solid, liquid, semisolid, or contained gaseous material that because of its quantity, concentration, physical, chemical, or infectious characteristics may:

a. Cause, or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating illness; and

b. Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of or otherwise managed.

**Household Hazardous Waste (HHW)** is waste which would be chemically or physically classified as a hazardous waste but is excluded from regulation as a hazardous waste because it is produced in quantities smaller than those regulated by the Pennsylvania Department of Environmental Protection, and because it is generated by persons not otherwise covered as hazardous waste generators by those regulations. Such HHW materials meet one of the following four classifications: Toxic; Flammable; Reactive; or Corrosive. HHW consists of numerous products that are common to the average household such as: Pesticides and herbicides, cleaners, automotive products, paints, and acids. (14262 §1 3/3/05)

**Indoor Furniture** - any and all pieces of furniture which are made for only inside use including, but not limited to, upholstered chairs and sofas, etc.

**Junked Vehicle** means any vehicle which presents a hazard or danger to the public or is a public nuisance by virtue of its state or condition of disrepair.

The following conditions, if present, are examples of a state or condition of disrepair:

- (1) Rusted and/or jagged metal on or protruding from the body of the vehicle;
- (2) Broken glass or windows on or in the vehicle;
- (3) Leaking of any fluids from the vehicle or deflated or flat tire(s);
- (4) Unsecured and/or unlocked doors, hood or trunk;
- (5) Storage or placement of the vehicle in an unbalanced condition, on concrete blocks or other similar apparatus;
- (6) Harboring of rodents, insects or other pests.

The foregoing examples are not inclusive of all conditions which may constitute a state or condition of disrepair. See also Motor Vehicle Nuisance.

**Litter** includes, but is not limited to, all waste material, garbage, trash, i.e. waste paper, tobacco products, wrappers, food or beverage containers, newspapers, etc., municipal waste, human waste, domestic animal waste, furniture or motor vehicle seats, vehicle parts, automotive products, shopping carts, construction or demolition material, recyclable material, dirt, mud and yard waste that has been abandoned or improperly discarded, deposited or disposed.

**Local Responsible Agent** means any person residing or working within the County of Berks designated to accept service on behalf of a legal owner or operator of a rental dwelling unit.

**Mobile Vendor** - a vendor or seller of food and/or goods from a vehicle or other conveyance upon the public streets or alleys of the City that does not typically remain stationary for more than approximately 10 minutes each hour.

**Motor Vehicle** - any type of mechanical device, capable or at one time capable of being propelled by a motor, in which persons or property may be transported upon public streets or highways, and including trailers or semi-trailers pulled thereby.

**Motor Vehicle Nuisance** – a motor vehicle with one or more of the following defects:

- A. Broken windshields, mirrors or other glass, with sharp edges.
- B. Broken headlamps, tail lamps, bumpers or grills with sharp edges.
- C. Any body parts, truck, firewall or floorboards with sharp edges or large holes resulting from rust.
- D. Protruding sharp objects from the chassis.
- E. Missing doors, windows, hood, trunks or other body parts that could permit animal harborage.
- F. One or more open tires or tubes which could permit animal harborage.
- G. Any vehicle suspended by blocks, jacks or other such materials in a location which may pose a danger to the public property owners visitors or residents of the property on which said vehicle is found.
- H. Any excessive fluids leaking from vehicle which may be harmful to the public or the environment.
- I. Disassembled body or chassis parts stored in on or about the vehicle.
- J. Vehicles that do not display a current valid license and registration.
- K. Such other defects which the Fire Department determines to be a danger to the general public or property.
- L. Motor vehicles parked, drifted or otherwise located which may interfere with flow of pedestrian or automobile traffic or impede emergency efforts.

**Municipal waste** means any garbage, refuse, industrial, lunchroom or office waste, and other material including solid, liquid, semisolid, or contained gaseous material resulting from operation or residential, municipal, commercial, or institutional establishments or from community activities and which is not classified as residual waste or hazardous waste as defined herein. The term does not include source separated recyclable materials or organic waste.

**Notice of violation** is a written document issued to a person in violation of a city ordinance which specifies the violation and contains a directive to take corrective action within a specified time frame or face further legal action.

**Nuisance** - any condition, structure or improvement which constitutes a danger or potential danger to the health, safety or welfare of citizens of the City or causes a blighting effect in City neighborhoods. See also Public Nuisance.

**Person** means every natural person, firm, corporation, partnership, association, or institution. (13008 §1 11/7/90)

**Planter Strip** is the non-concrete space in the sidewalk area filled with dirt and/or grass.

**Private Property** means any land and the improvements thereon owned by any person and includes front, side and rear yards; vacant lots, buildings and other structural improvement; walkways and alleyways; and parking areas, designed or used either wholly or in part for private residential, industrial or commercial purposes, whether inhabited or temporarily or continuously uninhabited or vacant, including any yard, grounds, walk, driveway, porch, steps, vestibule or mailbox belonging or appurtenant to such dwelling, house, building or other structure.

**Public Officer** means any police officer, authorized inspector, or public official designated by the Mayor to enforce the City Ordinances.

**Public Nuisance** means any condition or premises which is unsafe or unsanitary.

**Public Right-of-Way** means the total width of any land used, reserved or dedicated as a street, alley, driveway, sidewalk or utility easement, including curb and gutter areas.

**Recyclable Material** means material which would otherwise become municipal waste, which can be collected, separated or processed, and returned to the economic mainstream in the form of raw materials or products. These materials are designated by the regulations promulgated under Chapter 20 Solid Waste Part 1 Solid Waste. Such materials may include, but not be limited to, aluminum cans, ferrous and bi-metal cans, glass containers, plastic bottles and containers, mixed paper, white goods, major appliances, televisions, tires and large auto parts.

**Residual Waste** means any discarded material or other waste including solid, semisolid or contained gaseous materials resulting from construction, industrial, mining, and agricultural operations excluding municipal water and sewer operations.

**Rubbish.** Combustible and noncombustible waste materials, except garbage; the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials.

**Shade Tree**, unless otherwise specified, includes all trees, shrubs, and woody vegetation in the public right-of-way.

**Sidewalk Area** means the public right-of-way between the property line and the curbline or the established edge of the roadway.

**Solid Waste** - any waste including, but not limited to, municipal, residual or hazardous wastes, including solid, liquid, semisolid or contained gaseous materials.

**Storage** - the containment of any municipal waste on a temporary basis in such a manner as not to constitute disposal as such waste, and it shall be presumed that the containment of any municipal waste in excess of 3 months constitutes disposal.

**Tree Well** is the non-concrete area surrounding a shade tree planted in a sidewalk area.

**Vegetation** is any planting that is cultivated and managed for edible or ornamental purposes such as vegetable gardens, trees, shrubs, hedges, flowers, etc.

**Violation Ticket** is a form issued by a police officer or public officer to a person who violates a provision of this Part. The violation ticket is an offer by the City of Reading extended to a person to settle a violation by paying the fine in lieu of a citation being issued against the violator.

**Weeds** shall be defined as all grasses, annual plants and vegetation, which meet any of the following criteria:

- a. exceed six (6) inches in height,
- b. exhale unpleasant noxious odors or pollen such as ragweed, dandelion and miscellaneous other vegetation commonly referred to as weeds or brush,
- c. may conceal filthy deposits or serve as breeding places for mosquitoes, other insects or vermin,
- d. may cause a public nuisance.

Weeds shall not include cultivated and managed vegetation planted for edible or ornamental purposes such as vegetable gardens, trees, shrubs, flowers, etc.

**Yard.** An open space on the same lot with a structure



## **§14-103 – Quality of Life Violations**

**QOL.001 Accumulation of rubbish or garbage** – All exterior property and premises *and exterior property, including the sidewalk and rear alley*, and the interior of every structure, shall be free from any accumulation of waste, trash, rubbish or garbage.

**QOL.002 Animal maintenance and waste/feces clean-up** – People owning, harboring or keeping an animal within the City of Reading shall not permit any waste matter/feces from the animal to collect and remain on the property so as to cause or create an unhealthy, unsanitary, dangerous or offensive living condition. All waste from animals must be cleaned up on a daily basis.

**QOL.003 Disposal of Rubbish or Garbage / Dumping** – improper disposal of rubbish or garbage or dumping or disposing of rubbish or garbage on vacant, unoccupied, or other property

**QOL.004 High weeds, grass or plant growth** – All premises and exterior property, *including the sidewalk and rear alley*, shall be maintained free from weeds or plant growth in excess of 6 inches (152.4 mm). All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation. Cultivated flowers, gardens, trees and shrubs shall not be included as a violation of this ordinance.

**QOL.005 Littering or scattering rubbish** – No person shall throw, dump, place, sweep or dispose of any waste, trash, garbage or rubbish upon any public sidewalk, alley, street, bridge, public passageway, public parking area or on any public property.

**QOL.006 Motor Vehicles** – It shall be unlawful to store, park or place any unregistered, un-inspected, inoperative, unlicensed or nuisance motor vehicle on any premises. No vehicle shall, at any time, be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth.

**QOL.007 Operating a food cart illegally** – It shall be unlawful to operate any food cart without the proper permits and/or inspections. It shall also be unlawful to operate any food cart while any portion of the cart is inoperable.

**QOL.008 Operating or vending without the proper permit/license** – It shall be unlawful for any person, business, partnership or entity to operate, including but not limited too any business, vending cart, store or establishment without the proper permits

**QOL.009 Outside placement of indoor appliances/furniture** – It is prohibited to store or place any/all appliances or furniture including but not limited to ranges, refrigerators, air conditioners, ovens, washers, dryers, microwaves, dishwashers, mattresses, recliners, sofas, interior chairs or interior tables on the exterior of any property for the purpose of sale or any other reason except for the temporary purpose to perform maintenance in said property.

**QOL.010 Ownership presumption of waste, trash and/or recyclables for illegal dumping and illegal hauling** – It shall be the responsibility of every owner and/or occupant to dispose of their waste, trash or recyclables in a proper manner. Any business or person who is unable to show proof that they have legally disposed of any waste, trash or recyclables, will be in violation of this ordinance. Should any person or business use an unlicensed hauler to dispose of their

waste, trash or recyclables, said person or business shall be in violation of this ordinance. Upon request of the Property Maintenance/Codes Administrator or his/her designee, any owner or occupant must show proof of their appropriate trash and/or recyclable hauler. Any Parts found within a municipal waste container, recycling container, garbage bag or loose trash/waste displaying the name and/or address of a person and/or persons, that trash or waste shall be presumed to be the property of such person and/or persons. It shall be unlawful for any person, business, partnership or entity to remove or haul waste, trash or recyclables without the proper approval or license. Any waste, trash or recyclables found not to be disposed of in accordance with this ordinance, will be a violation of this ordinance.

**QOL.011 Placement or littering by private advertising matter** – No person shall throw, place, sweep or dispose of litter or private advertising matter upon any public sidewalk, alley, street, bridge, public passageway, public parking area or any public property. No person, group, organization or entity will hang, place or advertise on any public property in any manner. No person, group, organization or entity will hang, place or advertise on any property that they do not have any ownership rights without written approval of said owner.

**QOL.012 Snow and ice removal from sidewalks** – Every owner, tenant, occupant, lessee, property agent or any other person who is responsible for any property within the City of Reading, is required to remove any snow or ice from their sidewalk. Any property located along Penn Street, Washington Street and/or Court Street or along Second (2<sup>nd</sup>) Street, Third (3<sup>rd</sup>) Street, Fourth (4<sup>th</sup>) Street, Fifth (5<sup>th</sup>) Street, Sixth (6<sup>th</sup>) Street, Seventh (7<sup>th</sup>) Street, Eighth (8<sup>th</sup>) Street and Ninth (9<sup>th</sup>) Street, between Penn Street and Washington Street, shall have all snow or ice removed within two (2) hours of the cessation of said snow and ice falling. Furthermore, the entire sidewalk must be free of all snow and ice in these areas. Any other property within the City of Reading shall have all snow and ice removed within four (4) hours of the cessation of said snow and ice falling and must create a path, free from any snow or ice, of three (3) feet on said sidewalk. Should any property be a place of business within the City of Reading, all snow and ice must be removed within two (2) hours of the cessation of said snow and ice falling. Any property deemed a business; the entire sidewalk must be free from any snow and ice. If/when the snow and/or ice cessation happens during the hours of darkness, the time limit of removal of all snow and ice begins at daybreak.

**QOL.013 Storage containers for waste ~~or~~, trash and/or recyclables**– The owner of every premise shall supply approved containers for waste~~or~~, trash **and/or recyclables** as well as be responsible for the removal of rubbish. All containers that store waste ~~or~~, trash **and/or recyclables** shall be durable, water tight and made of metal or plastic. Containers must have tight fitting covers and must be kept clean and odor free at all times. All containers must be stored in the rear of every property so said containers are not visible from the public right-of-way. Waste~~or~~, trash **and/or recycling** containers may only be placed in front of any property when darkness occurs the night before the day of the scheduled pick-up day. Once the licensed hauler removes the waste/trash from any property, all containers must be returned to the rear of any property before daybreak on the day following pick-up. (Example – Jim Smith’s trash collection day is Wednesday. Jim Smith may place his trash/**recycling** containers out front of his property on Tuesday night, once night falls. Jim Smith must place his trash/**recycling** containers in the rear of his yard before daybreak, on Thursday morning.)

**QOL.014 Storing or discarding of appliances** – Refrigerators and similar equipment including but not limited too washers, dryers, dishwashers and ranges not in operation shall not be discarded, stored or abandoned on any premises without first removing the doors.

**QOL.015 Storing of hazardous material** – It shall be unlawful for any person, business or entity to store combustible, flammable, explosive or other hazardous materials, including but not limited too paints, volatile oils and cleaning fluids or combustible rubbish including but not limited too wastepaper, boxes or rags unless the storage of said materials is stored in compliance with the applicable Building Codes.

**QOL.016 Storing of recyclables** – It shall be the responsibility of the owner of all residential, commercial and industrial property to ensure storage, collection and disposal of all recyclables from their property in such a manner not to create a public nuisance. Storage of recyclables is only ~~prohibited~~ **allowed** in approved containers which must be kept clean and sanitary at all times.

**QOL.017 Storing or serving of potentially hazardous food** – No person, business, partnership or entity shall store or serve potentially hazardous food. Including but not limited too out of date food, food being stored above or below the appropriate temperature, food being stored directly on a flooring surface, infestation problems at the location or serving food that had previously been open are considered a violation of this ordinance.

**QOL.018 Swimming pools** – Swimming pools shall be maintained in good repair at all times. They shall also be kept clean, safe, covered and sanitary as well.

**QOL.019 Violating the terms of any vending license** – It shall be unlawful to violate any term, part, portion or in total, any vending license. Any person, business, partnership or entity violating their vending license, shall be in violation of this ordinance.

**§14-104 Authority for Issuance of Violation Ticket** – Upon finding a Quality of Life Violation any City of Reading Property Maintenance Inspector appointed by the Property Maintenance/Codes Administrator of the City of Reading, may issue Quality of Life Violation Tickets to the owner and/or occupant of the property at issue or to the individual known to have violated this ordinance.

#### **§14-105 Enforcement**

A. The provisions of this Part shall be enforced by police officers, or any other public officer authorized to enforce ordinances.

B. Any violation of the provisions of this Part may be cause for a citation, a violation ticket and/or a notice of violation to be issued to the violator.

**§14-106 Service** A violation ticket shall be served upon a violator by handing it to the -violator, by handing it at the residence of the person to be served to an adult member of the household or other person in charge of the residence, by leaving or affixing the notice or violation ticket to the property where the violation exists, by handing it at any office or usual place of business of the

violator, to his/her agent or to the person for the time being in charge thereof, or by mailing the notice to the violator's address of record.

**§14-107 Separate Offense** – Each day a violation continues or is permitted to continue may constitute a separate offense for which a separate fine may be imposed.

**§14-108 Regulations** – The Property Maintenance/Codes Administrator is hereby authorized to promulgate rules and regulations to implement and supplement the provisions of this Ordinance.

**§14-109 Abatement of Violation** – Any person or business violating this ordinance is hereby directed to satisfy the City of Reading and its citizens, upon issuance of a Quality of Life Ticket, by correcting the violation in question. A public officer is authorized and empowered to cause a violation to be corrected. The cost shall be determined by the Administrator of the Property Maintenance Division or designee in order that the City shall be compensated for both direct and indirect costs and expenses incurred.

The City of Reading and/or their contractor, per the direction of the city, reserves the right to abate the violation in question at the expense of the owner. . If the City has effected the abatement of the violation, the cost thereof may be charged to the owner of the property, tenant or offending party. A bill/invoice will be generated to the violator for payment separate from the Quality of Life Ticket which will also be paid separately.

In all instances where the City abates the violation, in addition to the fine set forth in the Quality of Life Ticket, the City is authorized to recover from the offending party, the owner of the property, or tenant the abatement charges and such other charges established by the Property Maintenance/Codes Administrator in the rules and regulations.

**City of Reading Cleanup** – The city reserves the right to perform any necessary work to abate any violation once seventy-two (72) hours passes from the date of issuance of the Quality of Life Ticket. Should the violation at the discretion of the Property Maintenance/Codes Administrator and/or his or her designee present imminent danger and/or pose a health hazard and/or risk, the city reserves the right to perform the abatement immediately. The city will perform this work at a rate of \$60.00 per hour per man and forward the cost of any material necessary for the abatement. The city reserves the right to charge an additional twenty percent (20%) on all material purchases to cover all miscellaneous expenses such as wear and tear on equipment.

**Contractor Cleanup** – The city reserves the right to direct a contractor to perform the abatement of the violation in question once seventy-two (72) hours passes from the date of issuance of the Quality of Life Ticket. Should the violation present imminent danger and/or pose a health hazard and/or risk, the city reserves the right to direct the contractor to perform the abatement immediately. The contractor will submit a bill for their work to the City of Reading and the city will forward these costs to the violator. The city reserves the right to add a thirty percent (30%) processing fee in addition to the cost of the contractor.

## §14-110 FINES AND PENALTIES

### A. Violation Ticket Fines

1. For the first of a violation of this Part within a twelve (12) month period, violation tickets shall be issued in the amounts of Twenty-Five Dollars (\$25) or Fifty Dollars (\$50) as set forth on the chart below.

2. For the second offense of a violation of this Part within a twelve (12) month period, violation tickets shall be issued in the amounts of Fifty Dollars (\$50) or One Hundred Dollars (\$100) ~~Dollars~~ as set forth on the chart below.

3. For the third *and subsequent* offense of a violation of this Part within a twelve (12) month period, violation tickets shall be issued in the amounts of One Hundred *and Fifty* Dollars (\$150) ~~Dollars~~ or Two Hundred and Fifty Dollars (\$250) as set forth on the chart below.

4. ~~For each offense subsequent to three offenses of this Part within a twelve (12) month period, amounts of violation tickets shall increase in the amount of One Hundred Fifty Dollars (\$150) or Two Hundred Fifty Dollars (\$250) accumulative for each subsequent offense. Any person who receives a violation ticket for any violation of this Part may within fifteen (15) days, admit the violation, waive a hearing and pay the fine in full satisfaction.~~

5. ~~Any persons who receives a violation ticket for any violation of this Part, except, may within fifteen (15) days, admit the violation, waive a hearing and pay the fine in full satisfaction.~~ *Any person violating this Part shall pay a fine as set forth herein for each offense plus all direct and indirect costs incurred by the City for the clean up and abatement of the violation.*

~~6. Any person who violating this Part shall pay a fine as set forth herein for each offense plus all direct and indirect costs incurred by the City for the clean up and abatement of the violation.~~

Violation number for Quality of Life Ticket Ordinance	Brief description of violations for Quality of Life Ticket Ordinance	Fine 1	Fine 2	Fine for every instance over 2 third and subsequent instance
QOL – 001	Accumulation of rubbish or garbage	\$25.00	\$50.00	\$100.00
QOL – 002	Animal maintenance and waste/feces clean-up	\$25.00	\$50.00	\$100.00
QOL – 003	Disposal of rubbish or garbage / Dumping	\$25.00	\$50.00	\$100.00
QOL – 004	High weeds, grass or plant growth	\$25.00	\$50.00	\$100.00
QOL – 005	Littering or scattering rubbish	\$25.00	\$50.00	\$100.00
QOL – 006	Motor vehicles	\$25.00	\$50.00	\$100.00
QOL – 007	Operating a food cart illegally	\$25.00	\$50.00	\$100.00
QOL – 008	Operating or vending without the proper permit/license	\$25.00	\$50.00	\$100.00
QOL – 009	Outside placement of indoor appliances/furniture	\$25.00	\$50.00	\$100.00
QOL – 010	<a href="#">Ownership presumption of waste, trash and/or recyclables for illegal dumping and illegal hauling</a>	\$50.00	\$100.00	\$250.00
QOL – 011	Placement or littering by private advertising matter	\$25.00	\$50.00	\$100.00
QOL – 012	Snow and ice removal from sidewalks	\$25.00	\$50.00	\$100.00
QOL – 013	Storing containers for waste or trash	\$25.00	\$50.00	\$100.00
QOL – 014	Storing or discarding of appliances	\$25.00	\$50.00	\$100.00
QOL – 015	Storing of hazardous material	\$50.00	\$100.00	\$250.00
QOL – 016	Storing of recyclables	\$25.00	\$50.00	\$100.00
QOL – 017	Storing or serving of potentially hazardous food	\$50.00	\$100.00	\$250.00
QOL – 018	Swimming pools	\$25.00	\$50.00	\$100.00
QOL – 019	Violating the terms of any vending license	\$25.00	\$50.00	\$100.00

## B. Violation Ticket Penalties

1. If the person in receipt of a Twenty-Five Dollar (\$25) ~~dollar~~-violation ticket does not pay the fine or request a hearing within fifteen (15) days, the person will be subject to a ten (\$10) dollar penalty for days sixteen (16) through thirty (30).

2. If the person in receipt of a ~~One Hundred Dollar (\$100) dollar~~ **Fifty Dollar (\$50.00)** violation ticket does not pay the fine or request a hearing within fifteen (15) days, the person will be subject to a Twenty-Five (\$25) dollar penalty for days sixteen (16) through thirty (30)..

3. If the person in receipt of a One Hundred **and Fifty** Dollar (\$150) ~~Dollar~~ or Two Hundred and Fifty Dollar (\$250) or higher violation ticket does not pay the fine or request a hearing within ten (10) days, the person will be subject to a Fifty **Dollar** (\$50) ~~Dollar~~ penalty for days sixteen (16) through thirty (30).:-

4. Failure of the person to make payment or request a hearing within thirty (30) days of a violation ticket shall make the person subject to a citation for failure to pay.

5. If violations continuous or egregious, code official has right to issue citation without first issuing ticket provided notice has been given. Upon issuance of four (4) tickets for same violation, right is reserved for code official to issue citation for fifth and subsequent offenses.

#### C. Citation Fines

Any person, firm or corporation who shall fail, neglect or refuse to comply with any of the terms or provisions of this Part, or of any regulation or requirement pursuant hereto and authorized hereby shall, upon conviction, be ordered to pay a fine not less than One Hundred Dollar (\$100) ~~Dollars~~, not more than One Thousand Dollar (\$1,000) ~~Dollars~~ on each offense or imprisoned no more than ninety (90) days, or both.

#### D. Restitution

The Magisterial District Judge may order the violator to make restitution to said real or personal property owner.

**§14-111 APPEAL** – A person in receipt of a violation ticket may appeal to the Property Maintenance / Codes Administrator by filing a request in writing within fifteen (15) calendar days of date of the violation ticket.

In order for an appeal to be deemed valid and a hearing date/time to be set, the following must be performed by the alleged violator requesting the appeal within fifteen (15) calendar days

1. All paperwork, including the appropriate appeal form, for the appeal must be submitted and complete within fifteen (15) calendar days that the Quality of Life Ticket was issued.
2. Payment of the fine must be in full which will be refunded within thirty (30) calendar days should the alleged violator win their appeal.

The appeal hearing will be before the Property Maintenance/Codes Administrator or his/her designee. The Administrator or his/her designee may uphold the appeal, deny the appeal, or may modify the violation ticket and/or any associated costs, fines or penalty amounts as he/she sees appropriate.

**§14-112 Nonexclusive Remedies.** The penalty and collection provisions of this Section shall be independent, non-mutually exclusive separate remedies, all of which shall be available to the City of Reading as may be deemed appropriate for carrying out the purposes of this Part. The remedies and procedures provided in this Part for violation hereof are not intended to supplant or replace to any degree the remedies and procedures available to the City in the case of a violation of any other City of Reading Code or Codified Ordinances, whether or not such other code or ordinance is referenced in this Part and whether or not an ongoing violation of such other code or ordinance is cited as the underlying ground for a finding of a violation of this Part.

**§14-113 Severability** If any provision, paragraph, word, section or subsection of this Part is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, sections, or subsection shall not be affected and shall remain in full force and effect.



**BILL NO. \_\_\_\_-2011**

**AN ORDINANCE AMENDING THE CITY OF READING FEE SCHEDULE BY  
REDUCING THE ANNUAL RENTAL REGISTRATION FEE.**

**THE CITY OF READING CITY COUNCIL HEREBY ORDAINS AS FOLLOWS:**

**SECTION 1.** Amending the City of Reading Fee Schedule by reducing the annual rental registration fee from \$100 per unit to \$100 per parcel.

**SECTION 2.** All other parts of the Ordinance remain unchanged.

**SECTION 3.** This ordinance shall be effective ten (10) days after its adoption and approval by the Mayor, in accordance with Section 219 of the City of Reading Home Rule Charter.

Enacted \_\_\_\_\_, 2011

Attest:

\_\_\_\_\_  
Council President

\_\_\_\_\_  
City Clerk

Submitted to the Mayor:

\_\_\_\_\_  
Date: \_\_\_\_\_

Received by Mayor's Office:

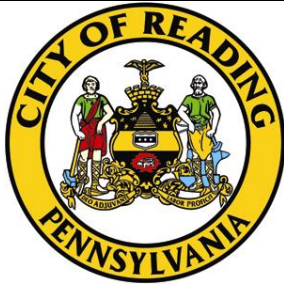
\_\_\_\_\_  
Date: \_\_\_\_\_

Approved by Mayor:

\_\_\_\_\_  
Date: \_\_\_\_\_

Vetoed by Mayor:

\_\_\_\_\_  
Date: \_\_\_\_\_



# AGENDA MEMO

## POLICE DEPARTMENT

**TO:** City Council  
**FROM:** Chief William M. Heim  
**PREPARED BY:** Chief William M. Heim  
**MEETING DATE:** October 10, 2011  
**AGENDA MEMO DATE:** October 3, 2011  
**REQUESTED ACTION:** Amend the City of Reading Position Ordinance

### RECOMMENDED ACTION:

To introduce an amendment to amend the city position ordinance, decreasing the number of sergeant positions within the police department from 26 to 23.

### RECOMMENDATION:

It is the recommendation of the police department and administration to decrease the number of sergeant positions within the Reading Police Department.

### BACKGROUND:

This recommended action is the result of the reduction in force and some reorganization within the department. This action will not result in any demotions as there are current vacancies that will simply not be filled.

### BUDGETARY IMPACT:

This will be a cost saving measure to the city.

### PREVIOUS ACTION:

Not applicable.

### SUBSEQUENT ACTION:

To vote to approve/disapprove the amendment

### RECOMMENDED BY:

The Mayor, Managing Director, and Police Chief

**RECOMMENDED MOTION:**

To amend the city position ordinance, decreasing the number of sergeant positions within the police department from 26 to 23.

**BILL NO. \_\_\_\_-2011**  
**AN ORDINANCE**

**AN ORDINANCE AMENDING THE 2011 CITY OF READING FULL TIME POSITION ORDINANCE BY REDUCING THE NUMBER OF SERGEANT POSITIONS IN THE READING POLICE DEPARTMENT.**

**Section 1.** Amending the City of Reading 2011 Full-time Position Ordinance in the Police Department area as follows:

- Decreasing the number of sergeant positions within the police department from 26 to 23.

**Section 2.** This ordinance shall become effective ten (10) days after it adoption, in accordance with Section 221 of the City of Reading Home Rule Charter.

Enacted: \_\_\_\_\_, 2011

\_\_\_\_\_  
President of Council

Attest:

\_\_\_\_\_  
City Clerk

Submitted to Mayor: \_\_\_\_\_

Date: \_\_\_\_\_

Received by the Mayor's Office: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by Mayor: \_\_\_\_\_

Date: \_\_\_\_\_

## **AGENDA MEMO**

**TO:** City Council  
**FROM:** Law Department  
**PREPARED BY:** Frederick T. Lachat, III, Esquire  
**MEETING DATE:** October 10, 2011  
**AGENDA MEMO DATE:** October 6, 2011

**REQUESTED ACTION:** For Council to approve a resolution authorizing the Mayor to execute a lease agreement between the City of Reading and ATV Bakery, Inc. for the properties located at 203-207 Franklin Street, and a Lease Agreement between the City of Reading and the Reading Redevelopment Authority for the property at 201 Franklin Street, which would provide space for the development of a Community Garden.

**RECOMMENDATION:** Administration recommends that Council approve the adoption of the Resolution.

**BACKGROUND:** 201-207 Franklin Street is currently an open space in the City owned by the Redevelopment Authority (201 Franklin Street) and ATV Bakery, Inc. (203-207 Franklin Street). These properties comprise a grass lot with minimal improvements. The owners of the lots have offered to lease them to the City for a period of five (5) years for a nominal fee so that a local non-profit organization, Entrepreneurs Connection, can design, develop, and maintain a garden for use by the community on this lot.

**BUDGETARY IMPACT:** Minimal. As part of a Memorandum of Understanding, the City would agree to extend DID and police patrols to the area. All other costs and expenses would be provided by the Entrepreneurs Connection, Inc.

**PREVIOUS ACTION:** None.

**SUBSEQUENT ACTION:** None.

**RECOMMENDED BY:** Mayor McMahon and the Law Department recommend this Resolution.

**RECOMMENDED MOTION:** Approve the adoption of the resolution authorizing the Mayor to execute the lease agreements described above.

**BILL NO. \_\_\_\_\_-2011**

**AN ORDINANCE**

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT BETWEEN THE CITY OF READING AND ATV BAKERY, INC., WHICH WILL ALLOW THE CITY TO LEASE 203 FRANKLIN STREET, 205 FRANKLIN STREET, AND 207 FRANKLIN STREET, AND A LEASE AGREEMENT WITH THE READING REDEVELOPMENT AUTHORITY TO ALLOW THE CITY TO LEASE 201 FRANKLIN STREET, WHICH TOGETHER WILL BE CONVERTED INTO A COMMUNITY GARDEN BY ENTREPRENEUR'S CONNECTION.**

**WHEREAS**, the City of Reading desires to enter into an agreement to lease properties located at 201 Franklin Street, owned by the Reading Redevelopment Authority and 203-207 Franklin Street owned by ATV Bakery, Inc. (See attached Exhibits A and B), which currently comprise an open but unimproved space; and

**WHEREAS**, ATV Bakery, Inc. and the Reading Redevelopment Authority have offered to lease said properties to the City for a nominal fee; and

**WHEREAS**, Entrepreneurs Connection, an association of local business people, has volunteered to commence a beautification project to develop the land as a community garden; and

**WHEREAS**, the Mayor, is authorized and directed to execute, under the seal of the City of Reading, attested to by the City Clerk, a Lease Agreement for the City of Reading; and

**NOW, THEREFORE THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:**

**SECTION 1.** The Agreement of Lease between the City of Reading and ATV Bakery, Inc. and the Agreement of Lease between the City of Reading and the Reading Redevelopment Authority attached hereto as Exhibit A and Exhibit B, are hereby approved.

**SECTION 2.** The Mayor, Thomas McMahon, is authorized and directed to execute, under the seal of the City of Reading, attested to by the City Clerk, a Lease Agreement between the City of Reading and ATV Bakery, Inc., and a Lease Agreement between the City of Reading and the Reading Redevelopment Authority which would provide space to the City of Reading for a Community Garden.

**SECTION 3.** Under the terms set forth in a separate Memorandum of Understanding, Entrepreneurs' Connection, a local Non-Profit shall work to make the necessary improvements

to 203, 205, and 207 Franklin Street, leased by ATV Bakery, Inc. to the City, and 201 Franklin Street, leased by the Redevelopment Authority to the City. .”

**SECTION 4.** This Ordinance will become effective in ten (10) days, in accordance with Charter Section 219.

Enacted \_\_\_\_\_, 2011

\_\_\_\_\_  
President of Council

Attest:

\_\_\_\_\_  
City Clerk

(LAW DEPT.)

Submitted to Mayor: \_\_\_\_\_

Date: \_\_\_\_\_

Received by the Mayor's Office: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by Mayor: \_\_\_\_\_

Date: \_\_\_\_\_



## **AGREEMENT OF LEASE**

This Lease made this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between ATV Bakery Inc., a Pennsylvania corporation with its principal office located at 36 South 3rd Street, Reading, Berks County, Pennsylvania (hereinafter called “Lessor”), parties of the first part; and

The **City of Reading, Pennsylvania**, a Pennsylvania municipal corporation with its principal office located at 815 Washington Street, Reading, Berks County, Pennsylvania (hereinafter called “Lessee”), party of the second part.

**WHEREAS**, Lessor is owner of **203 Franklin Street**, Reading, Berks County, Pennsylvania, as more particularly described in deeds recorded at Deed Book Volume 2078, page 0009, **205 Franklin Street**, Reading, Berks County, Pennsylvania, as more particularly described in deeds recorded at Deed Book Volume 2078, page 0005, and **207 Franklin Street**, Reading, Berks County, Pennsylvania, as more particularly described in deeds recorded at Deed Book Volume 2078, page 0007, (collectively referred to herein as “the Premises”); and

**WHEREAS**, Lessee desires to Lease from Lessor the aforesaid premises for use as a community park; and

**WHEREAS**, Lessor desires to lease to Lessee the Premises for use as a community park; and

**WHEREAS**, the parties hereto desire to enter into this Agreement to determine and set forth the terms and conditions with regard to the leasing of the Premises.

**NOW, THEREFORE**, in consideration of the promises and covenants hereinafter contained, the parties hereto, intend to be legally bound, hereby agree as follows:

1. **Grant of Lease**: Lessor hereby leases to Lessee the Premises for Lessee’s proposed use, subject to the following terms and conditions for the Term.

2. **Permitted Uses:** The Premises may be used by Lessee for the establishment of a community park. Under this Lease Agreement, Lessee may install, place, use and operate on the Premises benches, tables, recreation facilities and other such materials and items which would be characteristically found in a community park. Furthermore, Lessee may perform construction, maintenance, repairs, additions to, and replacement of Lessee's facilities as necessary and appropriate for its ongoing use of the Premises as a community park.

3. **Term:** The term of this lease shall be for a period of five (5) years commencing on a date set forth above and expiring on a date five years from same. Lessee shall have the right to extend the term of the lease agreement for two (2) additional two (2) year terms by providing notice to the Lessor of its intention to do so at least sixty (60) days from the date of the terms expiration or the expiration of any renewal thereof. The Lessor shall also have the ability to terminate the lease by providing Lessee with sixty (60) days notice of its intention to terminate the lease, prior to the expiration of a term or any renewal thereof.

4. **Rent:** Lessee agrees to pay Lessor as rent for the Premises the sum of One Dollar (\$1.00) per year. One Dollar (\$1.00) shall be paid to the Lessor by the lessee upon the execution of this Agreement and One Dollar (\$1.00) shall be paid by the Lessee to the Lessor on the fifteenth (15<sup>th</sup>) day of January each and every year until the termination of this lease, without delay, deduction or default.

5. **Repairs and Maintenance:** Lessee represents that Lessee has inspected and examined the Premises and accepts the Premises in its present condition, and agrees that Lessor shall not be required to make any improvements or repairs upon the Premises or any part of the Premises. Lessee agrees to make all improvements and repairs at Lessee's sole cost and expense, and agrees to keep the Premises safe and in good order and condition at all times during

the term, and upon the expiration of the Lease, or in any sooner termination, the Lessee will quit and surrender possession of the Premises peaceably and in as good order and condition as the Premises were at the commencement of the term, reasonable wear, tear and damage by the elements accepted; Lessee further agrees to leave the Premises free from all nuisance and dangerous and defective conditions.

6. **Fixtures and Improvements:** Lessee may, at Lessee's sole cost and expense, make such changes, alterations or improvements as may be necessary to fit the premises for the above-mentioned use, and all buildings, fixtures and improvements of every kind installed by Lessee shall remain the property of Lessee who may remove them upon the termination of this Lease, provided that removal shall be done in such a manner as not to injure or damage the demised premises. Should Lessee fail to remove the fixtures or improvements as provided above, Lessor at its option may require Lessee to remove them. In the event that the Lessee shall fail to remove the fixtures and improvements after receipt of notice from Lessor, Lessor may remove them and dispose of them as it sees fit, and Lessee agrees to sell, assign, transfer and set over to Lessor, all of Lessee's right, title and interest in the fixtures, improvements and any personal property not removed by Lessee, for the sum of One Dollar (\$1.00).

7. **Utilities:** Lessee shall be responsible for payment of all utilities. This shall include, but is not limited to, all charges for gas, water, sewer, and electricity. Lessee shall, also, pay all charges for installation and use of all telephone or other communications services.

8. **Assignment and Mortgage:** Neither the Premises nor any portion of the Premises shall be sublet, nor shall this Lease, or any interest in it be assigned, hypothecated or mortgaged by Lessee, unless to a successor entity or corporation, and any attempt and assignment, subletting, hypothecation or mortgaging of this Lease shall be of no force or effect, but shall

confer no rights upon any assignee, sub-lessee, mortgagee or pledge, except as herein provided. Lessee may sub-lease the Premises or assign its rights hereunder to Greater Reading Entrepreneurs' Connection, Inc., with the understanding that said sub-lease or assignment shall not in any way release Lessee from its responsibilities and covenants agreed to in this Agreement including but not limited to its responsibility to hold harmless the Lessor from loss or damage and the provision of insurance as set forth herein.

9. **Insolvency**: In the event that Lessee shall become incompetent, bankrupt or insolvent, or should be a guardian, trustee, or receiver be appointed to administer Lessee's business or affairs, neither this Lease nor any interests here shall become an asset of the guardian, trustee or receiver, and in the event of the appointment of any guardian, trustee or receiver, this Lease shall immediately terminate and end.

10. **Liability**: Lessee shall hold Lessor harmless from any loss, cost or damage that may arise in connection with this Lease or the use of the Premises by Lessee, or his/her agents, or employees, or any other person using the Premises with permission from the Lessee; and Lessee agrees to deliver to Lessor upon the execution of this Lease a certificate of insurance naming Lessor as an additional insured upon its continuing public liability and property damage insurance policy, having the minimum coverage requirements listed below, indemnifying and holding Lessor harmless against any and all claims for personal injury, death or property damage incurring, in, on or about the Premises and shall keep them in force and effect for the duration of the lease term. Lessee shall provide general public liability insurance insuring against claims for personal injury, death or property damage incurring on the exterior grounds of the Premises. The General Liability coverage to be provided by Lessee shall have a minimum of one (1) millions dollars per occurrence with a two (2) million dollar aggregate. The Umbrella policy must have a

minimum of two (2) million dollars coverage and should list the general liability policy as underlying coverage. The umbrella and General Liability policies procured by Lessee must both be primary and non-contributory and evidence of same must appear on any proof of coverage provided by the Lessee to the Lessor.

11. **Waiver of Subrogation:** Lessor and Lessee shall each endeavor to procure an appropriate clause in, or endorsement on, any extended coverage insurance covering Premises and personal property, fixtures and equipment located thereon, as well as any public liability insurance, on the Premises, pursuant to which the insurance companies waive subrogation or consent to waiver of right of recovery. Each party hereto hereby agrees that it will not make any claim against or seek to recover from the other for any loss or damage to its property or the property of others resulting from fire or other hazards or required to be covered or maintained by fire and extended coverage insurance pursuant to this Lease, except as expressly provided in this Lease; provided, however, that the release, discharge exoneration, and covenant not to sue herein contained shall be limited by the terms and provisions of the waiver of subrogation clauses and/or endorsements consenting to a waiver or right of recovery and shall be extensive therewith, to the extent that such limitations are disclosed to Lessor and Lessee and expressly approved by them in writing.

12. **Mechanic's Liens:** Lessee agrees that at least thirty (30) days before any construction work, labor or materials are done, used or expended by Lessee or on Lessee's behalf by any person, firm or corporation or by any contractor, that Lessee will post and record, will cause to be posted and recorded, as provided by law, a notice of non-responsibility on behalf of Lessor, giving notice that the Lessor is not responsible for any work, labor or materials used or expended or to be used or expended on the Premises.

13. **Termination**: In the event that Lessee shall be in default of any payment of any rent or in the performance of any of the terms or conditions agreed to be kept and performed by Lessee, during that event, Lessor may terminate and end this Lease, by thirty (30) days written notice, and Lessor may enter upon the premises and remove all persons and property. Lessee may terminate this Lease at any time, after two (2) years, by providing Lessor with ninety (90) days written notice.

14. **Holding Over**: In the event that Lessee holds over and remains in possession of the Premises with the consent of Lessor, that holding over shall be deemed to be from month to month only, and upon all the same rents, terms, covenants and conditions as contained herein.

15. **Notices**: Any notices that are required here or which either Lessor or Lessee may desire to serve upon the other, shall be in writing and shall be deemed served when delivered personally, or when deposited in the United States mail, postage paid, return receipt requested, addressed to Lessor at 36 South 3rd Street, Reading, Berks County, Pennsylvania attention Joseph Albert, or addressed to Lessee, 815 Washington Street, Reading, Pennsylvania, attention City Solicitor.

16. **Waiver**: Waiver by Lessor of any default in performance by Lessee of any of the terms, covenants or conditions contained here, shall not be deemed a continuing waiver of that default or any subsequent default.

17. **Compliance with the Laws**: Lessee agrees to comply with all laws, ordinances, rules and regulations that may pertain or apply to the Premises and their use.

18. **Lessor may enter**: Lessee agrees that Lessor, its agents or employees, may enter upon the Premises at any time during the term or any extension of it for the purpose of inspection, digging test holes, making surveys, taking measurements, and doing similar work

necessary for the preparation of plans for construction of buildings or improvements on the Premises, with the understanding that the work will be performed in such a manner as to cause a minimum of interference with the use of property by Lessee.

19. **Covenant of Title and Quiet Enjoyment:** Lessor covenants and agrees that it has good title to the Premises and all improvements located thereon and that the same are free and clear of all liens, encumbrances, tenancies and restrictions except as set forth in recorded documents. Lessor further warrants that it will defend the title to the Premises and indemnify Lessee against any damage and expense which Lessee may suffer by reason of any claim against title or defect in the title to the Premises. Lessor further covenants and agrees that, as long as Lessee is in compliance with the provisions of this lease, Lessee shall peacefully hold and enjoy the Premises and the easements or rights-of-way herein provided, during the term hereof without hindrance or interruption by Lessor or any of its successors and assigns, or any person claiming under the Lessor.

20. **Survival of Valid Terms:** If any provision of this lease shall be invalid or unenforceable, the remainder of the provisions of this lease shall not be affected thereby and each and every provisions of this lease shall be enforceable to the fullest extent permitted by law.

21. **Entire Agreement:** This lease sets forth all the promises, agreements, conditions and understandings between Lessor and Lessee relative to the Premises, and no promises, agreements, conditions or understandings, either oral or written, between them other than as herein set forth shall be of any force and effect. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by them.

ATV BAKERY, INC.

By: \_\_\_\_\_

Name:

Title:

Attest by: \_\_\_\_\_

Name:

Title:

CITY OF READING

By: \_\_\_\_\_

Name:

Title:

Attest by: \_\_\_\_\_

Name:

Title:



## **AGREEMENT OF LEASE**

This Lease made this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the Redevelopment Authority of the City of Reading, a Pennsylvania municipal authority, with its principal offices located at 815 Washington Street, Reading, Berks County, Pennsylvania (hereinafter called “Lessor”), party of the first part;

and

The City of Reading, a Pennsylvania municipal corporation, with its principal office located at 801 Washington Street, Reading, Berks County, Pennsylvania (hereinafter called “Lessee”), party of the second part.

WHEREAS, Lessor is the owner of 201 Franklin Street, City of Reading, Berks County, Pennsylvania, as more particularly described in a deed recorded at Deed Book Volume 1685, Page 1009 in the Berks County Recorder of Deeds office (the “Premises”); and

WHEREAS, Lessee desires to lease from Lessor the Premises for use as a community park; and

WHEREAS, Lessor desires to lease to Lessee the Premises for use as a community park; and

WHEREAS, the parties hereto desire to enter into this Agreement to determine and set forth the terms and conditions with regard to the leasing of the Premises.

NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained, the parties hereto, intending to be legally bound, hereby agrees as follows:

Grant of Lease. Lessor hereby leases to Lessee the Premises for Lessee’s proposed use, subject to the following terms and conditions for the Term.

Permitted Uses. The Premises may be used by Lessee for the establishment of a community park. Under this Lease Agreement, Lessee may install, place, use and operate on the Premises benches, tables, recreation facilities and other such materials and items which would be characteristically found in a community park. Furthermore, Lessee may perform construction, maintenance, repairs, additions to, and replacement of Lessee's facilities as necessary and appropriate for its ongoing use of the Premises as a community park.

Term. The term of this lease shall be for a period of five (5) years commencing on a date set forth above and expiring on a date five years from same. Lessee shall have the right to extend the term of the lease agreement for two (2) additional two year terms by providing notice to the Lessor of its intention to do so at least sixty (60) days from the date of the term's expiration or the expiration of any renewal thereof. The Lessor shall also have the ability to terminate the lease by providing Lessor with sixty (60) days notice of its intention to terminate the lease, prior to the expiration of a term or any renewal thereof.

Rent. Lessee agrees to pay Lessor as rent for the Premises the sum of One Dollar (\$1.00) per year. One Dollar (\$1.00) shall be paid to the Lessor by the Lessee upon execution of this Agreement and One Dollar (\$1.00) shall be paid by the Lessee to the Lessor on the fifteenth (15th) day of January each and every year until the termination of this lease, without delay, deduction or default.

Repairs and Maintenance. Lessee represents that Lessee has inspected and examined the Premises and accepts the Premises in its present condition, and agrees that Lessor shall not be required to make any improvements or repairs upon the Premises or any part of the Premises. Lessee agrees to make all improvements and repairs at Lessee's sole cost and expense, and agrees to keep the Premises safe and in good order and condition at all times during the term, and

upon expiration of this Lease, or in any sooner termination, the Lessee will quit and surrender possession of the Premises peaceably and in as good order and condition as the Premises were at the commencement of the term, reasonable wear, tear and damage by the elements accepted; Lessee further agrees to leave the Premises free from all nuisance and dangerous and defective conditions.

Utilities. Lessee shall be responsible for payment of utilities. This shall include, but is not limited to, all charges for gas, water, sewer, and electricity. Lessee shall, also, pay all charges for installation and use of all telephone or other communications services.

Assignment and Mortgage. Neither the Premises nor any portion of the Premises shall be sublet, nor shall this Lease, or any interest in it be assigned, hypothecated or mortgaged by Lessee, unless to a successor entity or corporation, and any attempt and assignment, subletting, hypothecation or mortgaging of this Lease shall be of no force or effect, but shall confer no rights upon any assignee, sub-lessee, mortgagee or pledge, except as herein provided. Lessee may sub-lease the Premises or assign its rights hereunder to Greater Reading Entrepreneurs' Connection, Inc., with the understanding that said sub-lease or assignment shall not in any way release Lessee from its responsibilities and covenants agreed to in this Agreement including but not limited to its responsibility to hold harmless the Lessor from loss or damage and the provision of insurance as set forth herein.

Insolvency. In the event that Lessee shall become incompetent, bankrupt or insolvent, or should a guardian, trustee, or receiver be appointed to administer Lessee's business or affairs, neither this Lease nor any interests here shall become an asset of the guardian, trustee or receiver, and in the event of the appointment of any guardian, trustee, or receiver, this Lease shall immediately terminate and end.

Liability. Lessee shall hold Lessor harmless from any loss, cost or damage that may arise in connection with this Lease or the use of the Premises by Lessee, or his/her agents, , or employees, or any other person using the Premises; and Lessee agrees to deliver to Lessor upon the execution of this Lease a certificate of insurance naming Lessee as an additional insured upon its continuing public liability and property damage insurance policy, having the minimum coverage requirements listed below, indemnifying and holding Lessor harmless against any and all claims for personal injury, death or property damage incurring, in, on or about the Premises and shall keep them in force and effect for the duration of the lease term. Lessor shall provide general public liability insurance insuring against claims for personal injury, death or property damage incurring on the exterior grounds of the Premises. The General Liability coverage to be provided by Lessor shall have a minimum of one (1) million dollars per occurrence with a two (2) million dollar aggregate. The Umbrella policy must have a minimum of two (2) million dollars coverage and should list the general liability policy as underlying coverage. The umbrella and General Liability policies procured by Lessor must both be primary and non-contributory and evidence of same must appear on any proof of coverage provided by the Lessee to the Lessor.

Waiver of Subrogation. Lessor and Lessee shall each endeavor to procure an appropriate clause in, or endorsement on, any extended coverage insurance covering the Premises and personal property, fixtures and equipment located thereon, as well as any public liability insurance, on the Premises, pursuant to which the insurance companies waive subrogation or consent to waiver of right of recovery. Each party hereto hereby agrees that it will not make any claim against or seek to recover from the other for any loss or damage to its property or the property of others resulting from fire or other hazards or required to be covered or maintained by

fire and extended coverage insurance pursuant to this Lease, except as expressly provided in this Lease; provided, however, that the release, discharge exoneration, and covenant not to sue herein contained shall be limited by the terms and provisions of the waiver of subrogation clauses and/or endorsements consenting to a waiver or right of recovery and shall be extensive therewith, to the extent that such limitations are disclosed to Lessor and Lessee and expressly approved by them in writing.

Mechanic's Liens. Lessee agrees that at least thirty (30) days before any construction work, labor or materials are done, used or expended by Lessee or on Lessee's behalf by any person, firm or corporation or by any contractor, that Lessee will post and record, will cause to be posed and recorded, as provided by law, a notice of non-responsibility on behalf of Lessor, giving notice that the Lessor is not responsible for any work, labor or materials used or expended or to be used or expended on the Premises.

Termination. In the event that Lessee shall be in default of any payment of any rent or in the performance of any of the terms or conditions agreed to kept and performed by Lessee, during that event, Lessor may terminate and end this Lease, by thirty (30) days written notice, and Lessor may enter upon the Premises and remove all persons and property. Lessee may terminate this Lease at any time, after two (2) years, by providing Lessor with ninety (90) days written notice.

Holding Over. In the event that Lessee holds over and remains in possession of the Premises with the consent of Lessor, that holding over shall be deemed to be from month to month only, and upon all the same rents, terms, covenants and conditions as contained herein.

Notices. Any notices that are required here or which either Lessor or Lessee may desire to serve upon the other, shall be in writing and shall be deemed served when delivered

personally, or when deposited in the United States mail, postage paid, return receipt requested, addressed to \_\_\_\_\_ at 815 Washington Street, Reading, Pennsylvania, or addressed to Lessor at 815 Washington Street, Reading, Pennsylvania, attention Redevelopment Authority Executive Director.

Waiver. Waiver by Lessor of any default in performance by Lessee of any of the terms, covenants or conditions contained here, shall not be deemed a continuing waiver of that default or any subsequent default.

Compliance with the Laws. Lessee agrees to comply with all laws, ordinances, rules and regulations that may pertain or apply to the Premises and its use.

Lessor May Enter. Lessee agrees that Lessor, its agents or employees, may enter upon the Premises at any time during the term or any extension of it for the purpose of inspection, digging test holes, making surveys, taking measurements, and doing similar work necessary for the preparation of plans for construction of buildings or improvements on the Premises, with the understanding that the work will be performed in such a manner as to cause a minimum of interference with the use of property by Lessee.

Covenant of Title and Quiet Enjoyment. Lessor covenants and agrees that it has good title to the Premises and all improvements located thereon and that the same are free and clear of all liens, encumbrances, tenancies and restrictions. Lessor further warrants that it will defend the title to the Premises and indemnify Lessee against any damage and expense which Lessee may suffer by reason of any claim against title or defect in the title to the Premises. Lessor further covenants and agrees that, as long as Lessee is in compliance with the provisions of this lease, Lessee shall peacefully hold and enjoy the Premises and the easements or rights-of-way herein

provided, during the term hereof without hindrance or interruption by Lessor or any of its successors and assigns, or any person claiming under the Lessor.

Survival of Valid Terms. If any provision of this lease shall be invalid or unenforceable, the remainder of the provisions of this lease shall not be affected thereby and each and every provisions of this lease shall be enforceable to the fullest extent permitted by law.

Entire Agreement. This lease sets forth all the promises, agreements, conditions and understandings between Lessor and Lessee relative to the Premises, and no promises, agreements, conditions or understandings, either oral or written, between them other than as herein set forth shall be of any force and effect. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by them.

REDEVELOPMENT AUTHORITY OF THE  
CITY OF READING

By: \_\_\_\_\_  
Adam Mukerji, Executive Director

Attest: \_\_\_\_\_  
Secretary

CITY OF READING.

By: \_\_\_\_\_  
Name:  
Title:

Attest: \_\_\_\_\_  
Name:  
Title:

## **AGENDA MEMO**

### **COMMUNITY DEVELOPMENT**

**TO:** CITY COUNCIL  
**FROM:** STEVEN HAVER, HOME PROGRAM SPECIALIST  
**MEETING DATE:** September 26, 2011  
**AGENDA MEMO DATE:** September 21, 2011  
**REQUESTED ACTION:** TO APPROVE AMENDMENTS TO THE FY 2010 and FY2011 (36TH and 37<sup>th</sup> YEAR - JANUARY 1, 2010 TO DECEMBER 31, 2011) HOME ACTION PLANS

CD will ask City Council to pass separate resolutions for these two projects at the September 26, 2011 City Council meeting.

**BACKGROUND:** The Community Development Department currently has available unprogrammed or unassigned HOME funds of \$612,982.70. CD wishes to provide funding to local non-profit agencies for the rehabilitation and construction of affordable housing in Reading in accordance with HOME program regulations. These activities are both City-wide and in specifically focused target neighborhoods.

Funding will be allocated as follows:

#### **Habitat for Humanity**

- Allocate \$100,000.00 of unprogrammed HOME funds to Habitat for Humanity for renovation of agency-owned properties throughout the City. Total project budget \$200,000.
- Cancel 2010 Blighted Property Review Committee Acquisition and Rehabilitation funding of \$78,000 and cancel the 2010 Neighborhood Home Ownership project funding of \$100,000 and reallocate \$178,000 to fund Habitat for Humanity for blighted property remediation through acquisition and renovations of properties, new construction, and/or repairs to owner-occupied properties in the target neighborhoods. With Habitat's proposed contribution, the total project budget will be \$600,000.

#### **Neighborhood Housing Services of Greater Berks (Current CHDO partner):**

- Provide \$23,859 in 2011 CHDO operating funds and \$47,178 in 2012 CHDO operating funds to increase rehabilitation capacity.
- Provide HOME Admin funds as necessary for NHS to administer and coordinate acquisition, rehabilitation and home ownership programs for affordable housing in the target neighborhood(s).
- Provide additional HOME Entitlement or CHDO Reserve funds for projects identified as appropriate.

**BUDGETARY IMPACT:** None.

**PREVIOUS ACTION:** Approval of 2010 and 2011 HOME Program Action Plans

**SUBSEQUENT ACTION:** Approval of resolutions following the 30-day comment period

**RECOMMENDED BY:** Community Development Department, Mayor's Office

**RECOMMENDED MOTION:** To approve a Council Resolution authorizing the Mayor to execute a FFY2011 (37th CD year - January 1, 2011 to December 31, 2011) Action Plan Amendment to allocating unprogrammed funds and canceling incomplete 2010 activities and reassigning their funding as specified.

Cc: Daniel Robinson  
Thomas McMahon  
Carl Geffken  
Dan Wright  
Neil Nemeth



RESOLUTION No. \_\_\_\_\_

**RESOLUTION OF THE COUNCIL OF THE CITY OF READING AUTHORIZING THE MAYOR TO EXECUTE A FFY2011 (37TH CD YEAR - JANUARY 1, 2011 TO DECEMBER 31, 2011) ACTION PLAN AMENDMENT TO REVISE 2010 ACTIVITIES AND TO ALLOCATE UNPROGRAMMED HOME FUNDS TOTALLING \$278,000 TO HABITAT FOR HUMANITY FOR THE CONDUCT OF HOMEOWNER REHABILITATION, ACQUISITION AND REHABILITATION AND/OR NEW CONSTRUCTION IN THE CITY OF READING. THESE ACTIVITIES WILL BE ELIGIBLE UNDER HOME PROGRAM REGULATIONS AND FINAL RULE AT 24 CFR 92**

WHEREAS, under 24 CFR Part 91, the U.S. Department of Housing and Urban Development (HUD) outlines the consolidated submissions for Community Planning and Development programs which will serve as (1) a planning document for the City that builds on a participatory process at the grass roots level; (2) an application for federal funds under HUD's formula grant program; (3) a strategy to be followed in carrying out HUD programs; and (4) an Action Plan that provides a basis for assessing performance;

WHEREAS, the FFY2009 to FFY2013 five year Consolidated Plan (35th to 39th years - January 1, 2009 to December 31, 2013) specifies activities the City will undertake to address priority needs and local objectives using formula grant funds and program income the City expects to receive during a five year period;

WHEREAS, the FFY2011 (37th year - January 1, 2011 to December 31, 2011) Action Plan specifies activities the City will undertake to address priority needs and local objectives using formula grant funds and program income the City expects to receive during the program year;

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF READING THAT:

The FFY2011 (37th CD year - January 1, 2011 – December 31, 2011) Action Plan is amended to allocate \$100,000 in unprogrammed HOME funds to Habitat for Humanity for a property rehabilitation program in various locations City-wide. In addition, 2010 Action Plan projects for Blighted Property Review Committee Residential Rehabilitation program and Neighborhood Home Ownership Acquisition and Rehabilitation program are cancelled and reassigned to Habitat for Humanity in the amount of \$178,000. This allocation shall be for the development of affordable housing as defined in 24 CFR 22.205 and will occur primarily in target neighborhood(s) as identified by Reading's housing strategy.

The Mayor, on behalf of the City of Reading, is authorized and directed to execute the amendment to the satisfaction of HUD.

PASSED COUNCIL \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST:

\_\_\_\_\_  
CITY CLERK

RESOLUTION No. \_\_\_\_\_

**RESOLUTION OF THE COUNCIL OF THE CITY OF READING AUTHORIZING THE MAYOR TO ALLOCATE \$71,037 IN CHDO OPERATING FUNDS TO NEIGHBORHOOD HOUSING SERVICES (NHS) OF GREATER BERKS A COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDO). IN ADDITION, NHS SHALL BE ALLOCATED ADMINISTRATIVE FUNDS AS NECESSARY TO DEVELOP, MANAGE AND ADMINISTER AFFORDABLE HOUSING PROGRAMS IN COMPLIANCE WITH HOME PROGRAM REGULATIONS AND FINAL RULE AT 24 CFR 92**

WHEREAS, under 24 CFR Part 91, the U.S. Department of Housing and Urban Development (HUD) outlines the consolidated submissions for Community Planning and Development programs which will serve as (1) a planning document for the City that builds on a participatory process at the grass roots level; (2) an application for federal funds under HUD's formula grant program; (3) a strategy to be followed in carrying out HUD programs; and (4) an Action Plan that provides a basis for assessing performance;

WHEREAS, the FFY2009 to FFY2013 five year Consolidated Plan (35th to 39th years - January 1, 2009 to December 31, 2013) specifies activities the City will undertake to address priority needs and local objectives using formula grant funds and program income the City expects to receive during a five year period;

WHEREAS, the FFY2011 (37th year - January 1, 2011 to December 31, 2011) Action Plan specifies activities the City will undertake to address priority needs and local objectives using formula grant funds and program income the City expects to receive during the program year;

WHEREAS, this action is consistent with the Action Plan objectives and Reading's Citizen Participation Plan

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF READING THAT:

HOME CHDO Operating funds be awarded to NHS to increase rehabilitation capacity and provide project management and administration of rehabilitation activities in target neighborhood(s).

- a. Provide \$23,859 in 2011 CHDO operating funds and \$47,178 in 2012 CHDO operating funds to increase rehabilitation capacity.
- b. Provide HOME Admin funds as necessary for NHS to administer and coordinate acquisition, rehabilitation and home owner programs for affordable housing in the Target Neighborhood(s).
- c. Provide additional CR/EN funds for projects identified as appropriate

The Mayor, on behalf of the City of Reading, is authorized and directed to execute the amendment to the satisfaction of HUD.

PASSED COUNCIL \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST:

\_\_\_\_\_  
CITY CLERK

RESOLUTION No. \_\_\_\_\_

**RESOLUTION OF THE COUNCIL OF THE CITY OF READING AUTHORIZING THE MAYOR TO EXECUTE A FFY2011 (37TH CD YEAR - JANUARY 1, 2011 TO DECEMBER 31, 2011) ACTION PLAN AMENDMENT TO ALLOCATE \$400,000 IN UNPROGRAMMED HOME FUNDS TO BERKS HOUSING DEVELOPMENT PARTNERSHIP (BHDP), A COMMUNITY HOUSING DEVELOPMENT ORGANAZTION (CHDO). BHDP SHALL BE ALLOCATED CHDO OPERATING FUNDS TO DEVELOP, MANAGE AND ADMINISTER AFFORDABLE HOUSING PROGRAMS IN COMPLIANCE WITH HOME PROGRAM REGULATIONS AND FINAL RULE AT 24 CFR 92**

WHEREAS, under 24 CFR Part 91, the U.S. Department of Housing and Urban Development (HUD) outlines the consolidated submissions for Community Planning and Development programs which will serve as (1) a planning document for the City that builds on a participatory process at the grass roots level; (2) an application for federal funds under HUD's formula grant program; (3) a strategy to be followed in carrying out HUD programs; and (4) an Action Plan that provides a basis for assessing performance;

WHEREAS, the FFY2009 to FFY2013 five year Consolidated Plan (35th to 39th years - January 1, 2009 to December 31, 2013) specifies activities the City will undertake to address priority needs and local objectives using formula grant funds and program income the City expects to receive during a five year period;

WHEREAS, the FFY2011 (37th year - January 1, 2011 to December 31, 2011) Action Plan specifies activities the City will undertake to address priority needs and local objectives using formula grant funds and program income the City expects to receive during the program year;

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF READING THAT:

The FFY2011 (37th CD year - January 1, 2011 – December 31, 2011) Action Plan is amended to allocate \$400,000 in unprogrammed HOME funds to Berks Housing Development Partnership, a Community Housing Development Organization as defined in 24 CFR 92.300. BHDP shall also be allocated CHDO operating funds in the amount of 28,655 from 2010 funds and \$23,859 in 2011 funds. This allocation shall be for the development of affordable housing as defined in 24 CFR 22.205, and for operations and administration as defined in 24 CFR 92.207 and 92.208.

The Mayor, on behalf of the City of Reading, is authorized and directed to execute the amendment to the satisfaction of HUD.

PASSED COUNCIL \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST:

\_\_\_\_\_  
CITY CLERK

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION CLOSING OUT COMMUNITY CONSERVATION  
PARTNERSHIPS GRANT PROJECT (BRC-TAG-16-10)**

**WHEREAS,** the City of Reading has prepared a Reading Recreational Commission Project for the City of Reading area; and

**WHEREAS,** the purpose of the Plan is to create a partnership between the City of Reading and Reading School District to provide affordable sports, recreation and learning opportunities to Reading youth at schools, parks and playgrounds; and

**WHEREAS,** the Plan was financed in part by a Community Conservation Partnership Program grant under the administration of the Pennsylvania Department of Conservation and Natural Resources, Bureau of Recreation and Conservation, under contract number BRC-TAG-16-10.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the City of Reading that:

- a. All project expenditures have been made and were in accordance with the grant contract.
- b. The completed project is acceptable to the City of Reading.

Adopted by the Reading City Council on \_\_\_\_\_, 2011,

\_\_\_\_\_  
Vaughn D. Spencer  
President of Council

Attest:

\_\_\_\_\_  
Linda Kelleher  
City Clerk

## Acknowledgements

Thank you to everyone who contributed to the successful completion of this Pennsylvania Department of Conservation and Natural Resources (DCNR) Bureau of Recreation and Conservation Peer-to-Peer Technical Assistance Project. Special appreciation is extended to these people who served on the project committee:

Frank Denbowski, Chief of Staff, City of Reading

Marsha Goodman-Hinnershitz, Member, Reading City Council

Shelly Katzenmoyer, Deputy City Clerk, City of Reading

Linda Kelleher, City Clerk, City of Reading

John Santoro, Jr., Member, Reading School Board

Mike Schorn, Education Coordinator, City of Reading

Otis Smith, Chair, Reading Park and Recreation Advisory Council

Vaughn Spencer, President, Reading City Council

Yvonne Stroman, President, Reading School Board

Frank Vecchio, Former Acting Superintendent of Schools, Reading School District

Jim Washington, Vice-President, Reading School Board

## Summary

The City of Reading has a long history of providing quality recreation services for its residents.

Less than 15 years ago, the City staffed 28 summer playground programs for children. By 2010, only five supervised playground sites operated. In 2011, the playground program was not held due to lack of funding. The City's parks are also beginning to fall into decline. The City's current financial situation calls for alteration in its approach to recreation programming in order to continue to provide public recreation for its citizens, in particular its children. Presently the City Recreation Division has just two full-time staff positions left, and few recreation programs are offered.

The long-term sustainability of basic services provided by Pennsylvania cities – police, fire, water, sanitation, public health, streets, parks and recreation, traffic control and so on – is in jeopardy. Dwindling resources are leaving cities such as Reading unable to deliver those basic services needed to support economic vitality and quality of life for residents.

Mayor Tom McMahon convened a municipal recreation work group in 2009 to explore forming new community partnerships to share the cost of providing high-quality, accessible youth recreation programming in Reading. In February 2010, the work group released a preliminary report recommending that the City pursue the establishment of a Reading Recreation Commission in partnership with the Reading School District. The non-profit status of a recreation commission will open up grant possibilities, business support and donations that government cannot access. A recreation commission would also be able to keep the revenue earned by programs to fund its operation and expand and improve its programs.

The other reasons to create a recreation commission are all quality of life reasons. Investing in public recreation is investing in solutions to help alleviate community problems, such as low high school graduation rates, inadequate early childhood care and education, crime and gang activities among youth, truancy, drug and alcohol use and teen pregnancy. When youth are involved in positive, constructive activities, these problems are lessened.

The City and School District realized that they had a special opportunity to foster a collaborative funding and facility relationship for public recreation, to primarily benefit City children.

With the help of DCNR, a preliminary meeting was held in October 2010 to discuss undertaking a peer study in order to sustain City-wide recreation opportunities, particularly for youth. The first meeting of the project committee was held in December. It was agreed that this was to be an action-oriented project, not a study-oriented project.

The purpose of the project committee's work was to explore forming a community partnership between the School District and the City, with a focus on sharing resources, to provide expanded youth recreation programming. The overall goal for the committee was to establish the Reading Recreation Commission as a 501 (c)(3) intergovernmental non-profit agency. An aggressive six-month timeline was set for completion of the project.

Six goals were adopted for the project committee's work:

1. Make it possible to expand, enhance and deliver City public recreation services more effectively through coordination between the City and School District.
2. Keep the effort as simple and straight forward as possible.
3. Focus the effort to form a recreation commission on expanded youth programming.
4. Create an agency with the structure and ability to keep the revenue earned from programs to fund the agency's operations and expand and improve the programs.
5. Share use of City and School District public facilities to provide more sports and recreation opportunities for youth at better maintained facilities.
6. Foster a close, collaborative working relationship among the City and School District to benefit the City's youth.

The project committee agreed upon the purpose of the potential recreation commission as follows: "Through a partnership between the City of Reading and the Reading School District, provide affordable sports, recreation and learning opportunities to Reading youth at schools, parks and playgrounds."

The project committee also identified how forming a recreation commission would benefit the City and School District, and ultimately, the residents of the City of Reading. These benefits were shared with City Council and School Board members:

1. City and School District community recreation facility assets will be better used. For example, a recreation commission could operate the School District's indoor swimming pools for youth swimming lessons and community use.
2. Neighborhood-based sports and recreation program opportunities will be offered at school locations and City park and playground facilities. Continuing the programs that exist and expanding programs at school locations and City park and playground facilities throughout the City's neighborhoods will help to make the programs accessible to children (within walking distance).
3. Youth will have a purpose through expanded sports and recreation programs. Programs will be a "hook" to keep kids in school. Problems such as crime and gang activities, low high school graduation rates, truancy, drug and alcohol use and teen pregnancy are lessened when youth are exposed to and involved in positive, constructive activities. Research has shown that children who are involved in sports and recreation programs perform better in school, helping them meet state standards in academic areas and reinforce classroom learning. Sports and recreation programs help to meet children's needs for belonging, recognition, achievement, adventure, excitement, creativity and

competition. They also help children develop self-confidence, increase self-esteem, improve social and communication skills and be more physically active.

4. Kids will stay active and keep learning during the summer months at neighborhood playground programs. By working together, the City and School District can bring the summer playground programs back to many locations, getting thousands of children out of the house and involved in constructive activities.
5. Youth sports programs will coordinate with the School District athletic programs to better prepare youth for middle and high school sports. Reading youth have tremendous athletic potential which isn't being developed to the extent it could be. School District teams could be dominant if children were involved in structured sports programs at younger ages. Some of the volunteer youth sports groups are struggling. With support from the recreation commission with items such as fundraising, scheduling use of facilities and recruiting and training coaches, the existing youth sports groups could continue to operate and strengthen their programs.
6. The operation of youth recreation programs will be supported through revenue earned, business support, grant funding, donations, and other sources rather than rely heavily on tax support. Intergovernmental cooperation increases the City's chances of receiving future grant funding for park and recreation facility improvements, plus a state grant is available to hire another full-time employee once a recreation commission is officially put in place. Obtaining 501(c)(3) status will open the doors to many more grant and foundation sources. A partnership with the School District will open up more grant possibilities. Businesses and individuals will donate funds to a non-profit agency that is not considered 'government.' The ability to spend the revenue earned to improve the programs offered for children will give the staff the incentive to raise money. Many programs will be able to be self-supporting.

In January 2011, work began on a list of 23 decisions that would need to be made to draft an intergovernmental agreement of cooperation. The items were discussed at length and consensus agreement was reached over the next few months. The peer consultant met with the School Board to present the Recreation Commission concept and answer questions in March 2011. The intergovernmental agreement was reviewed by City and School District solicitors, and suggested changes were incorporated. In July 2011, the School Board and City Council approved the intergovernmental agreement to create the Reading Recreation Commission. In large part, this was made possible by the great work of the project committee members, who remained focused on the goal and positive throughout the process. They kept the City and School District elected officials well informed, answering questions and addressing concerns about project progress. Above all, the project committee members were very willing to compromise and work together.



## Recommendations

These recommendations to the City of Reading, Reading School District and Reading Recreation Commission are not in order of priority, and are not meant to be a comprehensive listing. The recommendations should be used as a guideline to begin operations. The Recreation Commission is expected by DCNR to develop a strategic plan with goals, objectives, action steps, timelines and success indicators. These recommendations should be used as a starting point to develop a strategic plan. Each recommendation should be evaluated and prioritized by the Recreation Commission, and specific actions to accomplish the tasks should be developed.

## Administrative Issues

1. Create three executed, original copies of the intergovernmental agreement that are signed and sealed by the City and School District. Provide original executed copies to the City, School District and Recreation Commission. Make additional copies for Recreation Commission members, and City and School District administrative staff.
2. Submit the Circuit Rider grant application to DCNR for the executive director position.
3. Appoint the 11 members to the Recreation Commission and coordinate the first meeting. The citizen appointees should be qualified individuals who are supportive of recreation and are willing to give their time and talents.
4. The City should determine if its Park and Recreation Advisory Council will be needed once the Recreation Commission is functioning.
5. Finalize the salary ranges for the executive director and full-time program staff positions.
6. Draft a job description for the executive director, and review and revise job descriptions for the full-time program staff positions.
7. Run clearances on all existing full and part-time staff, if they have not been done.
8. Determine benefits for the full-time staff, such as vacation, sick leave and holidays.
9. Obtain health insurance, life insurance and pension plan for full-time staff.
10. Obtain worker's compensation insurance coverage.
11. Determine if the two existing full-time Recreation Division staff want to be employed by the Recreation Commission.
12. Recruit and hire an executive director with the help of the City or School District personnel department. Utilize DCNR staff for assistance and advice throughout the hiring process.
13. Join the Pennsylvania Recreation and Park Society (PRPS). Include the costs for the executive director to attend the PRPS State Conference in the budget.
14. Apply to the IRS for a federal employer identification number.
15. Open a bank account for the Recreation Commission.
16. Transfer the City Youth Fund and the City Tennis Fund to the Recreation Commission.
17. Contract with a payroll processing company. Develop timesheets and timekeeping policies.
18. Develop an accounting system with the help of an auditing firm familiar with nonprofit agencies. Decide whether to use the accrual or cash method of accounting. Establish a

system of controls (checks and balances) for collection and deposit of funds and paying of bills.

19. Purchase accounting software and set up purchase order system.
20. Set up email and voice mail systems.
21. Obtain an auditor to perform the yearly audit.
22. Develop a record-keeping system to save Recreation Commission documents, minutes, financial statements and other important documents.
23. Develop a letter to send to the City and School District requesting contribution payments on a quarterly basis for the Recreation Commission.
24. Develop a detailed first-year operating budget for 2012. This will include complete breakdowns of hours and staff needed to operate existing programs. Start the budgeting process by figuring out how much money there is to spend – the total income the Recreation Commission will have to work with.
25. Have Recreation Commission added to City and School District general liability insurance policies as a named insured.
26. Obtain general liability insurance coverage and directors and officers insurance coverage as needed.
27. Process paperwork to obtain nonprofit 501(c)(3) status. Seek the assistance of the City or School District solicitor when preparing this application.
28. File for state and local tax exemption with the help of solicitors or accountants.
29. Apply for a nonprofit mailing permit, which will allow for reduced postage rates on bulk mailings.
30. Develop employment application form.
31. Develop process for criminal history and child abuse clearances to be obtained for all Recreation Commission employees.
32. Develop employee performance evaluation system.
33. Revise all existing forms used by the Recreation Division – such as accident reports, incident reports, rental forms, program evaluation forms, and registration forms – with Recreation Commission as the agency name.
34. Develop a mission statement for the Recreation Commission. It should be a concise one or two-sentence expression of who the organization is, what it does, for whom and where. It should be compelling and portray how the Recreation Commission is distinct from other organizations.
35. Inventory the supplies and equipment owned by the City Recreation Division.
36. Determine the supplies and equipment that will transfer to Recreation Commission ownership. Determine where equipment will be stored.
37. Develop a personnel policy manual to include items such as employee conduct and disciplinary action, leaves of absence, work conditions and hours, timekeeping and payroll, employee benefit programs, employment status and records, etc.
38. Begin the strategic planning process shortly after the executive director is employed.
39. Establish a process to keep lines of communication with the City Council and School Board open. Ask for a standing report on their meeting agendas. This can be done as a

written report, introduced by Recreation Commission member(s) who represent each entity, or as a verbal report.

## **Recreation Commission Board Development**

1. Set monthly meeting dates, times and locations for the Recreation Commission and place a public meeting notice advertisement in the local newspaper.
2. Elect officers for the Recreation Commission.
3. Draft and approve by-laws for the operation of the Recreation Commission. Have them reviewed by the City or School District solicitor prior to approval.
4. Prepare a contact list for Recreation Commission members. Include the term expiration dates for members on the contact list.
5. Activate the Recreation Commission committees (program, property, finance, personnel) and divide responsibilities among members.
6. Identify the roles and responsibilities of Recreation Commission members.
7. Adopt a communication and decision making outline for Recreation Commission members and staff members to follow.
8. Adopt a code of ethics that Recreation Commission members must sign.
9. Have Recreation Commission chair and executive director meet prior to each Recreation Commission meeting to develop the meeting agenda.
10. Have executive director provide a written report for each Recreation Commission meeting.
11. Develop an orientation manual for new Recreation Commission members and implement an orientation process.
12. Keep politics out of the operation of the Recreation Commission. Put the community and cooperative effort first.

## **Recreation Programs**

1. Evaluate the existing City-sponsored recreation programs and determine what changes need to be made.
2. Track program enrollment and attendance.
3. Place a priority on resurrecting the supervised summer playground program at as many sites as possible.
4. Meet with all existing recreation providers in the City to develop a thorough understanding of what programs currently exist and how many children are being served.
5. Meet with all organizations that use City-owned facilities to run recreation programs, such as BlackTop Summer Basketball, Rising Sun Athletic Association, etc., so that it is clear who is using facilities and who is responsible for maintaining facilities.
6. Identify days and times when School District facilities may be available for community recreation programs.

7. Meet with School District representatives to coordinate use of school facilities including the supervision required and how the Recreation Commission will access the facilities.
8. Visit all City and School District recreation facilities and determine what programs may be possible at each facility.
9. Begin discussion with the School District to assist with any recreation-related programming currently sponsored by them.
10. Implement a scholarship system to allow those who are in financial need to participate in fee-based recreation programs.
11. Explore state licensing for summer day camps and after school programs.

## **Park Operation and Maintenance**

1. Evaluate park and recreation areas and facilities for safety concerns and maintenance needs.
2. Meet with the City Parks Superintendent to gain a clear understanding of staffing levels for maintenance, what maintenance is currently being provided, and where help may be needed.
3. Standardize rental costs and procedures for City park facilities such as recreation centers, field houses, ball fields and picnic facilities.
4. Determine who is responsible for reservation, scheduling and permitting of ball field and park facility use.
5. Determine who is currently using and maintaining each City recreation facility.
6. Undertake a thorough study of the maintenance of City-owned parks, grounds and recreation facilities, with the aim to make decisions about who can best operate and maintain the facilities.

## **Public Relations**

1. Secure a domain name that matches the name of the organization - Reading Rec if available.
2. Develop a website for the Recreation Commission. Include links to City and School District websites and ask the City and School District to include links on their websites to the Recreation Commission website.
3. Develop a logo for the Recreation Commission. Create letterhead, envelopes and business cards.
4. Develop a tag-line for the Recreation Commission that represents its mission and distinguishes it from other organizations.
5. On all written materials, highlight the partnership between the City and School District.
6. Develop a seasonal recreation guide to inform the public about Recreation Commission programs. Strive to produce two editions each year, Spring/Summer and Fall/Winter.
7. Post program information at all City offices and school buildings.
8. Distribute flyers for recreation programs through the schools.

9. Hold in-school assemblies to promote programs.
10. Set up a schedule for the executive director to attend City Council meetings and School Board meetings to provide status reports on the Recreation Commission.

## **Partnerships and Citizen Involvement**

1. Identify those citizens who are currently active in their neighborhoods. Meet with these citizens to inform them about the Recreation Commission and ask for their input on recreation programs they feel are needed. Begin to involve citizens in parks and programs and to help spread the word about new programs.
2. Identify potential partners to help maintain parks and playground sites.
3. Meet with all City youth and adult sports associations and determine how the Recreation Commission can assist and support their efforts.
4. Schedule meetings with civic groups, neighborhood groups, church groups, youth serving agencies, school athletic booster clubs, school parent-teacher organizations, etc. to get their input on recreation opportunities and to discuss possible cooperative efforts.
5. Establish a network of park facility and recreation program providers to improve communication and help them understand their role as part of the City's recreation and parks system.
6. Coordinate public-private partnerships with area businesses to benefit recreation and parks opportunities for the City.
7. Schedule regular meetings with key City and School District staff to keep partners well informed about Recreation Commission.

## **Revenue Development**

1. Expand sources of revenue through business sponsorships, donations, in-kind contributions and fund raising activities.
2. Set cost recovery goals for each recreation program and service offered.
3. Evaluate facility and equipment rental fees for the potential to increase them.
4. Institute a non-resident fee for recreation programs that is at a minimum 25% higher than City resident fees. This would include the existing youth tennis program.
5. Meet with hospitals and colleges/universities about program funding possibilities.
6. Produce more recreation program revenue through existing programs and by adding new programs.
7. Consider instituting a per child/adult fee for sports groups and associations utilizing City outdoor recreation facilities, to assist with providing proper maintenance.
8. Evaluate summer swimming pool admission fees for potential increases.

## **Final Thoughts**

The new Reading Recreation Commission has many challenges ahead.

While the City and School District have agreed that cooperation for recreation makes sense, developing a new agency isn't going to be easy. There is much work to do internally, before improved programs for the City's children can even be considered.

New recreation programs and better maintained park areas and recreation facilities won't happen overnight. The Recreation Commission should be patient and move slowly. It's best to do things right, rather than fast! Growth needs to be at a pace that will allow new recreation programs to be of high quality and will start partnerships to maintain facilities on a solid foundation.

To attract the caliber of candidates with the experience and know-how to successfully develop the new Recreation Commission, offer a competitive salary for the executive director position. Hiring an experienced, professional leader is extremely important.

Sharing resources is also critical to the success of the new Recreation Commission. The agency should be considered as an extension of the City and School District. In-kind support should be provided whenever possible. This reduces the costs for the Recreation Commission, which ultimately reduces costs for the City and School District.

Lastly, keep the focus on the benefits to the City's children and to the quality of life in the City through expanded and improved recreation programs. Always highlight the positive partnership among the City and School District that is making this Recreation Commission's services possible.